

Notice: **GULFCOAST** must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below:

**GULFCOAST** shall obtain and maintain, All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Prior to providing services, **GULFCOAST** shall email certificate that is compliant with the insurance requirements to [Insurancecerts@pinellasCOUNTY.org](mailto:Insurancecerts@pinellasCOUNTY.org). The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - b) No service shall commence unless and until the required Certificate(s) of Insurance are received and approved by the **COUNTY**. Approval by the **COUNTY** of any Certificate(s) of Insurance does not constitute verification by the **COUNTY** that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. **COUNTY** reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.
  - c) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the **GULFCOAST** and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas **COUNTY** Board of **COUNTY** Commissioners as an Additional Insured.
    - (1) **GULFCOAST** shall also notify **COUNTY** within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said **GULFCOAST** from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve **GULFCOAST** of this requirement to provide notice.
  - d) Each insurance policy and/or certificate shall include the following terms and/or conditions:
    - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the **COUNTY**.
    - (2) The term "**COUNTY**" or "Pinellas **COUNTY**" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of **COUNTY** and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
    - (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by **COUNTY** or any such future coverage, or to **COUNTY's** Self-Insured Retentions of whatever nature.
    - (4) All policies shall be written on a primary, non-contributory basis.
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# ATTACHMENT A – INSURANCE

- (5) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The COUNTY shall have the right, but not the obligation to determine that the GULFCOAST is only using employees named on such list to perform work for the COUNTY. Should employees not named be utilized by GULFCOAST, the COUNTY, at its option may stop work without penalty to the COUNTY until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the GULFCOAST to be in default and take such other protective measures as necessary.
  - (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas COUNTY from both the GULFCOAST and subcontractor(s).
- e) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

## (1) Workers’ Compensation Insurance

Limit	Florida Statutory
Employers’ Liability Limits	
Per Employee	\$ 500,000
Per Employee	\$ 500,000
Disease Policy Limit	\$ 500,000

## (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations	\$ 2,000,000
Aggregate Personal Injury and	\$ 1,000,000
Advertising Injury General Aggregate	\$ 2,000,000

- (3) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the COUNTY, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

ATTACHMENT A – INSURANCE

Limits

Each Occurrence or	\$ 1,000,000
Claim General	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(5) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

(5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.