

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. General Insurance Provisions

The Offeror shall procure and maintain the following described insurance, except for coverages specifically waived in writing by the County. Such policies shall be from insurers with a minimum financial size of VIII (8) according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is preferred, however, other ratings may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Offeror shall require and shall be responsible for assuring throughout the time the agreement is in effect that all its subcontractors obtain and maintain until the completion of that subcontractor's work, the insurance coverages described herein as are required by law to be provided on behalf of their employees and others. If the Offeror fails to follow this requirement, then the Offeror's insurance will become primary to cover any loss that may occur or is alleged to have occurred.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Offeror.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Offeror's interests or liabilities but are merely minimums required for the Offeror to be considered for the work that is the subject of this contract.

Except for worker's compensation and professional liability, the Offeror's insurance policies shall be endorsed to name Escambia County, Florida Board of County Commissioners as an additional insured to the extent of its interests arising from this agreement, contract, or lease.

The Offeror shall purchase and maintain coverage on forms no more restrictive than the latest edition of the ISO (Insurance Services Office) commercial General Liability and Business Auto policies.

The Offeror waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Offeror's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. The County may require them to be reduced or eliminated at the sole option of the County. The Offeror will remain responsible for any deductible or self-insured retention.

Insurance required of the Offeror, or its subcontractors shall be considered primary, and insurance of the County, if any, shall be considered excess to claims or losses which arise out of this agreement, contract, or lease.

B. Specific Insurance Requirements

1) Workers Compensation Coverage

The Offeror shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law with Statutory Limits for Part A and with Employer's Liability (Part B) limits of at least \$1,000,000.00 each accident/ \$1,000,000.00 each employee/ \$1,000,000.00 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Offeror shall also purchase any other coverages required by law for the benefit of employees.

2) General Liability Coverage

Minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

Coverage A shall include Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (XCU) exposures cannot be excluded (**IF THE WORK INVOLVES DEMOLITION/DESTRUCTION OF STRUCTURES, TRENCH WORK OR ANY WORK UNDERGROUND OR BELOW THE SURFACE OF THE GROUND.**) Coverage B shall include Personal Injury. Coverage C, Medical Payments, is required.

Even If the work covered by this submission is covered by both Bid and Performance bonds, the Offeror is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract, or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Products Liability coverage must be included in the CGL form if the Offeror is manufacturing or providing any product as a distributor for a manufacturer to the County. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 Products/Completed Operations Aggregate must be in the policy and evidenced by Certificate. **(See Section F. item (5) for more information)**

3) **Business Auto Liability Coverage**

Minimum limit of \$1,000,000 per accident or occurrence. Automobile liability coverage is to include Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any auto, including owned, non-owned and hired automobiles and for any employee or subcontractor's non-ownership use of an auto.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County, Florida as an additional insured and provide for 30-day notification of cancellation to the County.

4) **Umbrella Liability Coverage** (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed as an alternative solely at the discretion of the County. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

C. Insurance for Construction Contracts

1) **ALL** construction contracts should include the coverages listed in B. above, plus the following:

2) Even if the contracted work is covered by a Performance bond, all Completed Operations coverage in the General Liability policy should remain in effect until the Florida statute of repose expires (the time for filing claims for faulty/incorrect work.) Limits for larger construction contracts should be at least \$2,000,000 per occurrence, \$4,000,000 annual aggregate.

3) If contract involves any Architectural and/or Design work, **Professional Liability** (including **Design Build Errors & Omissions**) coverage should be included. This coverage should provide coverage for wrongful acts, errors, or omissions of the Contractor. Limits of at least \$1,000,000 per wrongful act and \$2,000,000 policy aggregate required. Higher value, more extensive design work should be reflected in requirements for higher limits, for example \$3,000,000 / \$6,000,000.

4) If contract involves potential pollution risk to the environment from working in, on or beneath the surface of the land (or water) or involves a system such as HVAC or refrigeration that contains a potential pollutant, coverage for **Contractor's Pollution Liability** is required. Policy should cover the Offeror's completed operations and be required to remain in effect up to the statute of repose after project completion. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, natural gas, waste materials or other irritants, contaminants, or pollutants, including asbestos. If the coverage is written on a claims-made basis, the Offeror warrants that any retroactive date on the policy applicable to this project precedes the effective date of this contract. Limits for Contractor's Pollution Liability should be at least \$1,000,000 per occurrence, \$2,000,000 annual aggregate but should be increased to reflect the scope and potential severity of the project. If the project involves extensive underground work or near utility lines it should be reflected with requirements for higher limits, for example \$3,000,000 or \$5,000,000.

5) If Drones (or any Unmanned Aircraft) are used on the project, the General Liability coverage **CANNOT** include a Drone/Unmanned Aircraft exclusion. The Offeror warrants that coverage for Drones is contained in the General Liability policy or in an **Aviation Liability** policy which must be provided to the

County. That **Aviation Liability** policy must have limits equal to or exceeding the limits required for the General Liability policy.

6) If contract involves the transportation and disposal of hazardous materials, including but not limited to Asbestos, proof of **Broadened Pollution** coverage on the Commercial Auto policy evidenced by endorsement CA9948 will be required.

7) Contracts for substantial construction projects (new buildings and/or substantial renovations) should include **Builders Risk** and **Owners Protective Liability** coverage. Builders Risk coverage should reflect the entire project cost including soft costs and potential delays. Owners Protective provides coverage for the County during the course of construction for bodily injury and property damage claims arising from the construction project. Limits of \$1,000,000 per occurrence / \$2,000,000 policy aggregate for the OPL would be minimums.

8) If the contract involves the lifting by any type of crane or Heli-lift, a **Moving & Rigging Floater** endorsement on the CGL should be evidenced with a copy of the actual endorsement.

9) If the contract involves the installation of property, equipment or materials purchased by the Offeror (in this case Contractor) on behalf of the County to which title will transfer to the County at some point during the period of the Contract, then the Offeror must have in force and provide proof of an **Installation Floater** policy covering the property at the full replacement cost of that property and shall protect the County's interest in said property by naming them as Loss Payee on policy.

D. Insurance for Information Technology Consulting and Professional Services

1) All contracts for Information Technology services should include the coverages listed in B. above, plus the following:

2) **Technology Professional Errors & Omissions** coverage which shall cover professional misconduct/wrongful acts or the lack of ordinary skill for the services defined in the scope of this contract.

The coverage limits should be at least \$1,000,000 per wrongful act/\$2,000,000 policy aggregate but for contracts that grant access to the County's servers or facilities containing servers & other computer hardware, limits of at least \$2,000,000 / \$4,000,000 should be considered.

If this insurance is provided on a claims-made policy form, the Offeror warrants that any retroactive date under the policy shall precede the effective date of this contract and that either continuous coverage or an extended reporting period shall be maintained for a period of two years from the date the work is accepted as complete by the County. Certificates of insurance and/or policy endorsements will be required to evidence the coverage in this section.

3) **Cyber Liability and Computer Crime/Fraud** coverage which protects the County from the theft of valuable and sensitive data. This coverage should provide coverage for claims by the County against the Contractor and for claims by those individuals that had their data/information compromised. The coverage limits should be \$1,000,000 per occurrence / \$2,000,000 annual aggregate. Higher limits should be considered for contracts with access to the County's servers or facilities containing servers & other computer hardware.

E. Insurance for Services or Work on Waterfront, Marina, Beachfront or Port Area

- 1) Any Submission that involves work to be performed at, over or near any Marina, Beachfront, Port or water's edge should be referred to the Escambia County Risk Manager for review.
- 2) If the contract involves the use of a marine vessel by the Offeror, proof of Protection & Indemnity (Marine Liability) coverage with limits of at least \$1,000,000 per occurrence / \$2,000,000 policy aggregate.
- 3) **Excess Marine Liability** coverage may be used to provide satisfactory (or higher) limits if recommended by Escambia County Risk Manager.
- 4) Proof of Maritime Workers Compensation coverage for employees of Offerors engaged in this work should be provided with limits of at least \$500,000 per occurrence/\$1,000,000 policy aggregate. Depending on the location of the work to be performed, this coverage could include **US Longshore & Harborworkers and/or Jones Act coverage**.
- 5) If the contract involves work which could possibly lead to the release of pollutants or contaminants into any body of water, **Marine Pollution liability** with limits of \$1,000,000 per occurrence / \$2,000,000 policy aggregate is required.

F. Endorsements/Additional Insurance to Consider

The County may require the following endorsements or additional types of insurance:

- 1) **Termination/Adverse Change Endorsement** - All of Offeror's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the Offeror's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.
- 2) **Fidelity/Dishonesty/Liability Coverage** – Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.
- 3) **Aviation Insurance** – specifically for contracts involving aviation operations for or on behalf of the County or any construction/repair/replacement of any aviation related property. Specific limits to be determined by Escambia County Risk Manager upon referral to that office.
- 4) **Property insurance** – for any tenants/lessees of County real estate or real property. Special Causes of Loss form required with policy to provide full replacement cost (as specified by Escambia County Risk Manager) and should waive any coinsurance provision. Any deductible in excess of \$1000 per occurrence must be approved by Risk Management.

5) Products Liability Insurance – As referenced in the General Liability section, contracts involving the County purchasing products must have General Liability policies that include Products/Completed Operations coverage. Limits may vary based on the amount and type of product involved. Minimum limits in the GL are \$1,000,000 per Occurrence with a separate Products/Completed Operations Aggregate of \$2,000,000, which is standard. Additional limit requirements can be satisfied with an Umbrella Liability policy consistent with Section B. (4) above. The same Additional Insured and Waiver of Subrogation requirements apply to this coverage.

G. Indemnification (to be included in all submission documents)

Offeror agrees to save harmless, indemnify, and defend County and their elected and appointed officials, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the work performed by Offeror under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted Offeror; or resulting from the use by Offeror, or by any one for whom Offeror is legally liable, of any materials, tools, machinery or other property of County.

County and Offeror agree the first \$100.00 of the Contract Amount paid by County to Offeror shall be given as separate consideration for this indemnification, and any other indemnification of County by Offeror provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Offeror by Offeror's acceptance and execution of the Agreement.

The Offeror's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Offeror agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to all other legal remedies available to the County and shall not be the County's exclusive remedy.

H. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. When required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance. Some coverages should be evidenced by actual copies of policies and endorsements sent by the agent of the Offeror.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract, or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the General Liability and Business Auto liability policies. If an Excess or Umbrella Liability policy is used to provide the minimum limit requirements, then the County should be named as an Additional Insured on that policy too.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions more than \$1,000.00.
4. Designate Escambia County as the certificate holder as follows: Escambia County
Attention: Abdul Lucy, Purchasing Coordinator
Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor
Pensacola, FL 32591
Email: Purchasing@myescambia.com
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms, and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.