

# INSURANCE REQUIREMENTS

Please scroll down **fully** to confirm what requirements are needed for your request.

All coverages marked with an ☒ are required.

Contractor shall obtain at Contractor's expense the insurance specified in this document related to its performance under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Florida, possess A.M. Best ratings of A-, Class 7 or better, and that are acceptable to Hillsborough County ("County"). Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation and Cyber Security (if applicable). The Contractor shall pay for and be solely responsible for all deductibles, self-insured retention, and self-insurance, if any.

☐ **NO INSURANCE REQUIRED:** This will apply to purchase only agreements, where the purchase is made and Hillsborough County handles everything else.

## PROOF OF INSURANCE ONLY:

☐ **YES**

This will apply to special situations where Hillsborough County's role is for funding only or partnered events. In these circumstances, no additional insured endorsement is required.

## COMMERCIAL GENERAL LIABILITY:

☒ **Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the County. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than:

<input type="checkbox"/>	Bodily Injury and Property Damage Each Occurrence	\$500,000
	Damage to Rented Premises Each Occurrence	\$50,000
	Medical Expenses Any One Person	\$5,000
	Personal & Advertising Injury Each Occurrence	\$1,000,000
	Products/Completed Operations Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
	Products/Completed Operations Aggregate	\$2,000,000
<input checked="" type="checkbox"/>	Bodily Injury and Property Damage Each Occurrence	\$1,000,000
	Damage to Rented Premises Each Occurrence	\$50,000
	Medical Expenses Any One Person	\$5,000
	Personal & Advertising Injury Each Occurrence	\$1,000,000
	Products/Completed Operations Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000

## ADDITIONAL INSURED ENDORSEMENT

(Separate from the statement on the COI, the Endorsement page(s) must be included)

☒ **Required** ☐ **Not required**

All liability insurance, except for Workers' Compensation, Professional Liability, and Cyber Liability (if applicable), required under this Contract must include an additional insured endorsement specifying Hillsborough County, its officers, employees, and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. A blanket Additional Insured endorsement will suffice.

#### **AUTOMOBILE LIABILITY INSURANCE:**

☐ **Required**

Automobile Liability Insurance covering Contractor's business use including coverages for all owned, non-owned, or hired vehicles for bodily injury and property damage. Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided. Combined single limit of no less than:

☐ \$300,000

☐ \$1,000,000

#### **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

☒ **Required**

All employers, including Contractor, that employ subject workers, as defined per Florida Statute, shall comply and provide workers' compensation insurance coverage for those workers, **unless they meet the requirement for an exemption for having less than 4 employees (3 or less employees) or no employees**. Contractor shall require and ensure that each of its subcontractors complies with these requirements. Contractor shall also obtain employers' liability insurance coverage with limits not less than:

☒ \$100,000

☐ \$500,000

☐ \$1,000,000

Each accident, \$100,000 for disease, and \$500,000 disease policy limit. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

#### **PROFESSIONAL LIABILITY:**

☒ **Required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers, or employees in an amount not less than **\$1,000,000** per claim.

#### **MEDICAL MALPRACTICE LIABILITY:**

☐ **Required**

**\$1,000,000** Medical Malpractice Liability, no Additional insured endorsement needed.

Medical malpractice insurance protects physicians, clinics, and healthcare facilities in the event that a patient files a claim alleging negligence resulting in injury or harm.

#### **CYBER LIABILITY:**

☐ **Required**

Contractor shall provide cyber liability insurance for the duration of the Contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores, or has access to client data, whichever is longer, with a combined single limit of no less than **\$1,000,000** per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Hillsborough County or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Hillsborough County data.

**POLLUTION LIABILITY:**

☐ **Required**

Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than **\$1,000,000**.

**BUILDERS RISK:**

☐ **Required**

When a procurement involves a building under construction (or renovation/upgrade) - No less than an amount equal to 100% of the completed value of the project, or the value of the equipment to be installed. Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be use on or incidental to the project, and theft coverage.

**INSTALLATION FLOATER:**

☐ **Required**

When equipment, materials and fixtures are to be installed - INSTALLATION FLOATER at cost of equipment only, no labor or fees.

**PARTICIPANT ACCIDENT MEDICAL (SPORTS TEAMS AND LEAGUES):**

☐ **Required**

Required when facility or premises are used for practices or competitions. Combined single limit per occurrence shall not be less than \$10,000.

**EXCESS/UMBRELLA INSURANCE:**

☒ **Required**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL COVERAGES THAT MAY APPLY:**

**CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND**

☐ **Required**

Third party Employee Dishonesty or Fidelity Bond coverages for loss of County-owned property by dishonest acts of an employee of the Contractor. Coverage limits shall not be less than **\$1,000,000**.

## **PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

☐ **Required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the County covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

## **LIQUOR LIABILITY:**

☐ **Required**

\$1,000,000 in coverage required.

## **(DRONE) / UNMANNED AIRCRAFT SYSTEMS / UNMANNED AERIAL VEHICLE LIABILITY:**

☐ **Required**

Required Drone Liability Insurance covering bodily injury, property damage, and personal and advertising injury caused by owned and non-owned drones, including the drone's payload and/or dispensable loads in a form and with coverage that are satisfactory to the County. This insurance shall include premises liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, operation or territory of operation. Coverage shall be written on an occurrence basis in a combined single limit amount of not less than \$1,000,000 per occurrence.

## **AIRCRAFT LIABILITY**

☐ **Required**

Aircraft Liability Insurance with a combined single limit for bodily injury and property damage liability including passengers (if carrying passengers other than crew members) of not less than

☐ \$1,000,000

☐ \$2,000,000

☐ \$3,000,000

☐ \$4,000,000

## **AIR CARGO LIABILITY INSURANCE**

☐ **Required**

Air cargo insurance covering loss of cargo in transit during the performance of this Contract. Combined single limit per occurrence shall not be less than \$ 1,000,000 per occurrence.

## **AIRCRAFT AERIAL APPLICATION LIABILITY**

☐ **Required**

Aircraft Aerial Application Liability Insurance covering claims arising from spraying operations. Coverage shall not be less than **\$1,000,000**. This insurance requirement can also be met with an endorsement to the Aircraft Liability coverage.

## **U.S. LONGSHORE AND HARBOR WORKERS COMPENSATION**

☐ **Required**

☐ \$100,000

☐ \$500,000

☐ \$1,000,000

U.S. L&H covers employees in traditional maritime occupations such as longshore workers, ship-repairers, shipbuilders or shipbreakers, and harbor construction workers. The injuries must occur on the navigable waters of the United States or in the adjoining areas, including piers, docks, terminals, wharves, and those areas used in loading and unloading vessels. Non-maritime employees may also be covered if they perform their work on navigable water and their injuries occur there.

## **DIRECTORS, OFFICERS, AND ORGANIZATION LIABILITY**

☐ **Required**

Insurance covering the Contractor's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of grant funds and donor contributions which includes County or federal funds - with a combined single limit of no less than **\$1,000,000** per claim.

## **MOTOR CARRIER CARGO LIABILITY**

☐ **Required**

Motor Truck Cargo Liability Insurance covering loss to cargo in transit during the performance of this contract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than **\$1,000,000**.

## **GARAGE KEEPERS LEGAL LIABILITY**

☐ **Required**

Garage Keepers' Legal Liability Coverage for autos left for service, repair, storage or safekeeping, with a combined single limit of not less than **\$25,000** per location.

## **MARINE PROTECTION LIABILITY**

☐ **Required**

Marine Protection and Indemnity Coverage. Combined single limit per occurrence shall not be less than **\$1,000,000**.

## **RAILROAD PROTECTIVE LIABILITY**

☐ **Required**

Combined single limit per occurrence shall not be less than **\$1,000,000**.

Railroad protective liability coverage protects railroads from potential financial risk and hazards.

## AVIATION LIABILITY

☐ Required

When a procurement involves the use/operation of aircraft.  
Min. Limit: Not less than \$1,000,000 each occurrence

## WATERCRAFT LIABILITY

☐ Required

Combined single limit per occurrence shall not be less than \$1,000,000.

### WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Hillsborough County by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Hillsborough County has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

### CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to Hillsborough County Certificate(s) of Insurance for all required insurance before performing any Services required under this Contract. The Certificate(s) shall list Hillsborough County, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Hillsborough County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

### NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Hillsborough County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

### INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Hillsborough County under this Contract and to provide updated requirements as mutually agreed upon by Contractor and Hillsborough County.

### COUNTY ACCEPTANCE:

All insurance providers are subject to Hillsborough County acceptance. If requested by Hillsborough County, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Hillsborough County's representatives responsible for verification of the insurance coverages required under this contract/agreement.

<p>Certificate Holder shall be designated as: Hillsborough County BOCC 601 E. Kennedy Blvd. 17th Floor Tampa, FL 33602 Attn: Risk Management</p>	<p>Insurance Requirements reviewed by:  Initials: BG</p>
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Additional Notes (If Applicable):

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## **BLANKET ADDITIONAL INSURED- PRIMARY AND NON-CONTRIBUTORY-OWNERS, LESSEES OR CONTRACTORS**

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE**

Name of Person or Organization:

In consideration of the additional premium of \$250.00, it is hereby understood and agreed that

Section II — In accordance with the terms, conditions, limitations, and provisions of the policy to which this endorsement is attached, Section II- Who is an Insured is amended to include as an Additional Insured the person, organization or entity designated in this endorsement but only with respect to liability for bodily injury or property damage caused, in whole or in part, by your work at the designated construction project performed for the designated person, organization or entity and included in the ongoing operations hazard. This endorsement does not create on our part a duty to defend the designated person, organization or entity or to contribute to or reimburse the designated person, organization or entity for any fees or expenses incurred by an insured in the defense of the designated person, organization or entity. This endorsement is only applicable if the designated person, organization or entity and the designated project sections are completed.

With respect to the Insurance afforded to these Additional Insureds, the following additional exclusions apply:

This Insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### **PRIMARY/ NON-CONTRIBUTORY WORDING:**

It is agreed that this insurance is primary and non-contributory and that no insurance held or owned by the designated Additional Insured shall be called upon to cover a loss under said policy up to the limits of this policy if loss under this policy arises directly from work performed by Named Insured or if others performed on behalf of the Named Insured.

All other terms, conditions and exclusions remain unchanged

Hillsborough County BOCC  
601 East Kennedy Blvd.  
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