

## INSURANCE REQUIREMENTS

These guidelines establish generally acceptable standards. It should be noted that these standards are subject to review and modification by the City Clerk who will assist departments in addressing exposures as conditions warrant. As a result of the review, requirements may be decreased or increased in response to specific exposures. Any deviations from the standards presented in the following paragraphs will be documented. These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Palmetto as additional insured. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City Palmetto for liability arising out of the operations of this agreement."

Except for workers' compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party, or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Palmetto, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

To aid in the identification of loss exposures, drafts of all bid documents, contracts, franchises, leases, permits, use agreements, etc. are to be forwarded to the City Clerk for review prior to bid and/or execution.

### MINIMUM INSURANCE REQUIREMENTS

#### COMMERICAL GENERAL LIABILITY

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (XCU) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled INDEMNIFICATION, and "Products and Completed Operations" coverage.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:

Bodily Injury and Property Damage: \$1,000,000 single limit each occurrence

### AUTOMOBILE LIABILITY

Auto 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 employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and Property Damage: \$300,000 single limit each occurrence

### WORKERS' COMPENSATION

Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statute 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

### **SPECIAL REQUIREMENTS**

Twenty (20) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the City Clerk for review and approval. The certificate shall provide the following:

1. The City of Palmetto will be named as an "Additional Insured" on both the General Liability and Automobile Liability policies.
2. The City of Palmetto will be given thirty (30) days' notice of prior to cancellations or modification of any stipulated insurance. Such notice will be in writing by certified mail, return receipt requested and addressed to the City Clerk.

An appropriate "indemnification" clause shall be made a provision of the contract.

It is the responsibility of the Contractor to ensure that all subcontractors comply with all City stipulated insurance requirements.

Please note that these are minimum requirements which are subject to modification in response to high hazard operations.

## ADDITIONAL INSURANCE

### PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE

The Other Party shall carry professional malpractice insurance throughout the term of this Contract and shall maintain such coverage for an extended period of three (3) years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the first date of the Contract through the expiration date of the last policy period. In the event that Other Party shall fail to secure and maintain such coverage, Other Party shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the City as a result thereof, including attorney's fees and costs.

The liability limits shall not be less than:               \$1,000,000

### EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance forms and endorsements, or mutually agree to a place, time, and location where the City can review the policies if needed.

For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Pro Insur, Inc dba Campbell Risk Management 9595 Whitley Drive, Suite 204 Indianapolis, IN 46240 Larry Spilker Ext 203	<b>CONTACT NAME:</b> Larry Spilker ext 203 <b>PHONE (A/C, No, Ext):</b> 317-848-9075 <b>E-MAIL ADDRESS:</b> lspilker@campbellrisk.com <b>FAX (A/C, No):</b> 317-848-9093
<b>INSURED</b> Honey Bee Creations 2730 Mikol Terrace South St. Petersburg Florida 33712	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: HANOVER INSURANCE GROUP INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	<b>NAIC #</b> 22292

Must be completed with the name and mailing address of the vendor or vendor's business attending the market. Include DBA if applicable. **1**

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AAV4096 LHW D481967	10/21/2019	10/21/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMBOP AGG \$ 4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nrt) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

X indicates policy includes additional insured and waiver of subrogation **2**

Make sure policy is not expired **3**

These are preferred limits. Most require only that these limits be a minimum of 1 million each occurrence with a 2 million aggregate **4**

Indicates that policy includes product liability **5**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Those usual to the Insured's operation. Blanket additional Insured applies per coverage form 421-2015 06 15. Certificate holder, if any, is hereby an additional insured.

Must contain a blanket statement such as shown  
OR  
State that the certificate holder is and additional insured and list name and address of additional insured in the certificate holder box below  
OR  
Specifically name the entity wanting to be an additional insured as an additional insured **6**

<b>CERTIFICATE HOLDER</b> Evidence of Insurance	<b>AUTHORIZED REPRESENTATIVE</b> John C. Campbell <b>7</b>
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Simply having your name and address in the certificate hold box does not make you an additional insured. Having your name and address here only allows you to be notified if the policy is canceled or modified prior to the expiration date. See instructions in the box above for being additionally insured.