CITY OF CLEARWATER
INSURANCE REQUIREMENTS
2025

The Contractor or Vendor referred to as "Contractor" shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically, the Contractor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

a. **Commercial General Liability Insurance** coverage, including but not limited to, bodily injury, personal injury, death, property damage, advertising liability, premises operations, products/completed operations, severability of interest, and contractual liability in the minimum amount of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) general aggregate.

b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile for in state travel is required in the minimum amount of $1,000,000 (one million dollars) combined single limit. For motor carriers traveling interstate the limits are $1.5 million for 15 passengers or less or $5 million for 16 passengers or more.

c. Unless waived by the State of Florida and proof of waiver is provided to the City, **Worker's Compensation (WC) & Employer's Liability Insurance coverage** for all employees engaged under the Agreement, Worker's Compensation as required by Florida law and Employer's Liability with minimum limits of
(a) $500,000 bodily injury each employee and each accident, $500,000 bodily injury by disease each employee, and $500,000 bodily injury by disease policy limit for **quotes or agreements valued at $50.000 and under** or
(b) $1million bodily injury each employee and each accident, $1million bodily injury by disease each employee, and $1million bodily injury by disease policy limit **for formal solicitation and agreements exceeding $50,000.**

   Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

d. Media or Professional Liability/Malpractice/Errors or Omissions Insurance coverage appropriate for the type of business engaged in by the Contractor with minimum limits of $1,000,000(one million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the

policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

e. **Pollution Liability Insurance** coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the servicing and operations of Vendor (and any subcontractors, representatives, or agents) involved in the work/transport, in the minimum amount of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) general aggregate.

f. **Garage Keeper's Liability Insurance** coverage, including but not limited to, damages such as bodily injury, property damage, and pollution costs and expenses in the minimum amount of $1,000,000 (one million dollars) per occurrence.

g. **Cyber Liability** coverage in an adequate amount to meet or exceed the requirements, including notification and monitoring, under Florida Statute 501.171.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, **Contractor** hereby grants the City a waiver of any right to subrogation which any insurer of the **Contractor** may acquire against the City by virtue of the payment of any loss under such insurance for liability and workers compensation coverages. **Contractor** agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless **of whether or not the city has received a waiver of subrogation endorsement from each insurer.**

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

Other Insurance Provisions.

a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Contractor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" with respect to general and auto liability coverages.
b. In addition, when requested in writing from the City, Contractor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

   City of Clearwater
   Attn: _____ Department
   P.O. Box 4748
   Clearwater, FL 33758-4748

c. Contractor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
d. Contractor's insurance as outlined above shall be primary and non-contributory coverage for Contractor's negligence.

e. Contractor reserves the right to appoint legal counsel to provide for the Contractor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Contractor's equipment, or service. Contractor agrees that the City shall not be liable to reimburse Contractor for any legal fees or costs as a result of Contractor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of this insurance shall not be construed as a waiver of Contractor's obligation to provide the insurance coverage specified.

INDEMNIFICATION/LIABILITY:

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.