

## INSURANCE REQUIREMENTS OUTLINED BELOW APPLICABLE TO CONTRACTS FOR SERVICES WHEN THE CONTRACTOR PERFORMS ON OR OFF CITY PREMISES

| COVER COVERAGE REQUIRED   | Contract Exceeds<br>\$500,000, 180 days<br>& unusual hazards<br>exist<br>Level 3             | Contract does<br>not Exceed<br>\$500,000, 180<br>days & no<br>unusual hazards<br>exist- Level 2 | Contract does not<br>Exceed \$25,000,<br>30 days & no<br>unusual hazards<br>exist<br>Level 1 |
|---|--|---|--|
| Workers' Compensation<br>*Certificates of exemption are not acceptable in lieu of workers<br>compensation insurance.  | Employers Liability<br>\$1,000,000<br>Each Accident<br>\$1,000,000<br>Disease<br>\$1,000,000 | Employers<br>Liability<br>\$500,000<br>Each Accident<br>\$500,000<br>Disease<br>\$500,000       | Employers<br>Liability<br>\$500,000<br>Each Accident<br>\$500,000<br>Disease<br>\$500,000    |
| <b>Commercial General Liability</b> shall include- Bodily injury liability,<br>Property Damage liability; Personal Injury liability and<br>Advertising injury liability Coverages shall include: Premises/<br>Operations; Products/Completed Operations; Contractual liability;<br>Independent Contractors, Explosion; Collapse; Underground.<br><b>Coverage must be provided for sexual harassment, abuse<br/>and molestation.</b> | \$2,000,000 Per<br>Occurrence<br>\$3,000,000<br>General<br>Aggregate                         | \$1,000,000 Per<br>Occurrence<br>\$2,000,000<br>General<br>Aggregate                            | \$500,000 Per<br>Occurrence<br>\$500,000<br>General<br>Aggregate                             |
| <b>Comprehensive Auto Liability</b> , CSL, shall include "any auto" or shall include all of the following: owned, leased, hired, non-owned autos, and scheduled autos.  | \$1,000,000  | \$1,000,000   | \$500,000  |
|   | Combined Single  | Combined  | Combined Single  |
|   | Limit  | Single Limit  | Limit  |
| Professional Liability (when required)  | \$1,000,000  | \$1,000,000   | \$1,000,000  |
|   | Minimum  | Minimum   | Minimum  |
| <b>Builder's Risk</b> ( <i>when required</i> ) shall include theft, sinkholes, off site storage, transit, installation and equipment breakdown. Permission to occupy shall be included and the policy shall be endorsed to cover the interest of all parties, including the City of Sanford, all contractors and subcontractors.  | 100% of  | 100% of   | 100% of  |
|   | completed value  | completed value   | completed value  |
|   | of additions and   | of additions and  | of additions and   |
|   | structures   | structures  | structures   |
| Garage Keepers (when required)  | \$3,000,000<br>Aggregate: No per<br>vehicle maximum<br>preferred                             | \$1,000,000<br>Aggregate: No<br>per vehicle<br>maximum<br>preferred                             | \$500,000<br>Aggregate: No<br>per vehicle<br>maximum<br>preferred                            |
| Garage Liability (when required)  | \$3,000,000  | \$1,000,000   | \$500,000  |
|   | Combined Single  | Combined  | Combined Single  |
|   | Limit  | Single Limit  | Limit  |
|   | \$3,000,000  | \$1,000,000   | \$500,000  |
|   | General  | General   | General  |
|   | Aggregate  | Aggregate   | Aggregate  |
| <b>Cyber Security</b> -Error and Omission Insurance Coverage (Professional Liability) is to be included. Minimum of two years Extended Reporting Period (ERP or Tail) coverage <b>(when required).</b>  | \$5,000,000  | \$5,000,000   | \$5,000,000  |
|   | Minimum  | Minimum   | Minimum  |
| *Umbrella Policy- (Follow form only) can supplement the underlying general and auto liability to reach the cover the amounts the City requires.   |  |   |  |



- I. It is noted that Professional Liability, builder's risk, garage keepers and garage liability is not required unless applicable conditions exist. If clarification is needed the CONTRACTOR must request clarification from the City of Sanford Purchasing Office.
- II. Vendor, Contractor, bidder shall provide, to the City of Sanford "City," prior to commencing any work, a Certificate of Insurance which verifies coverage in compliance with the requirements outlined below. Any work initiated without completion of this requirement shall be unauthorized and the City will not be responsible.
- **III.** The City reserves the right, as conditions warrant, to modify or increase insurance requirements outlined below as may be determined by the project, conditions and exposure.

## Certification Terms and Conditions

- IV. It is noted that the City has a contractual relationship with the named vendor, contractor or provider (collectively referred hereinafter as Contractor) applicable to a purchase order, work order, contract or other form of commitment by the City of Sanford, whether in writing or not and has no such contractual relationship with the Contractor's insurance carrier. Therefore, the onus is on the Contractor to insure that they have the insurance coverage specified by the City to meet all contractual obligations and expectations of the City. Further, as the Contractor's insurance coverage is a matter between the vendor and its insurance carrier, the City will turn to the Contractor for relief as a result of any damages or alleged damages for which the Contractor is responsible to indemnify and hold the City harmless. It is understood that the Contractor may satisfy relief to the City for such damages either directly or through its insurance coverage; exclusions by the insurance carrier notwithstanding, the City will expect relief from the Contractor.
  - a. The insurance limits indicated above and otherwise referenced are **minimum limits acceptable** to the City. In addition, all **contractor policies shall to be considered primary to City coverage** and shall not contain co-insurance provisions.
  - All policies, except for professional liability policies and workers compensation policies shall name the City of Sanford as Additional Insured.
  - **c. Professional Liability** Coverage, when applicable, will be defined on a case by case basis.
  - **d. Umbrella Policy**: In the event, the vendor carries Umbrella Policy the language shall state "**Umbrella to Follow Form**" to cover the underlying general and auto liability.
  - e. In the event that the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said, expiration date.
  - **f.** All limits are per occurrence and must include Bodily Injury and Property Damage.
  - **g.** All policies must be written on occurrence form, not on claims made Form, except for Professional Liability.
  - h. Self-Insured retentions shall not be allowed on <u>any</u> liability coverage.



- i. In the notification of cancellation: The City of Sanford shall be endorsed onto the policy as a cancellation notice recipient. Should any of the above-described policies of Sanford in accordance with the policy provisions.
- j. All insurers must have an A.M. rating of at least A-VII.
- **k.** It is the responsibility of the Prime CONTRACTOR to ensure that all sub-contractors retained by the Prime CONTRACTOR shall provide coverage as defined here in before and after and are the responsibility of said Prime CONTRACTOR in all respects.
- I. Any changes to the coverage requirements indicated above shall be approved by the City of Sanford, Risk Manager.
- **m.** Address of "Certificate Holder" is City of Sanford; 300 N. Park Avenue; Sanford, Florida 32771.
- **n.** All certificates of insurance, notices etc. **must be provided to the above address.**
- o. In the description of the certificate of insurance <u>inlcude the</u> <u>solicitation number and project name</u>.

| Signature of Affiant | Date |
|----------------------|------|

Typed or Printed Name of Affiant

Title

Name of Company

## STATE OF FLORIDA COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared {} who is personally known to me or {} who produced \_\_\_\_\_\_\_\_as identification and acknowledged before me that s/he executed the same. Sworn and subscribed before me, by by means of {} physical presence or {} online notarization on the \_\_\_\_\_ day of \_\_\_\_\_\_, 202\_\_, the said person did take an oath and was first duly sworn by me, on oath, said person, further, deposing and saying that s/he has read the foregoing and that the statements and allegations contained herein are true and correct.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_day of \_\_\_\_\_\_, 202\_\_\_.

(Notary Public in and for the County and State Aforementioned)

SEAL My commission expires:

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto. ☞Failure to submit this form may be grounds for disqualification of your submittal ● Revised 12/22/2022