

## **CITY OF LEESBURG INSURANCE REQUIREMENTS**

The following insurance requirements will be applicable to any Supplier awarded a Contract. The Contractor will be required to have in force the below insurance for the duration of the project with the City of Leesburg listed as the Additional Insured.

### **Insurance and Indemnity Requirements**

1.1. **Scope of Insurance** - The Contractor shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the agreement, contract or lease.

- 1.1.1. All required insurance shall be provided by insurers acceptable to the City with an A.M. Best rating of at least A: VII.
- 1.1.2. The Contractor shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- 1.1.3. The required insurance shall be secured and maintained for not less than the limits required by the City, or as required by law, whichever is greater.
- 1.1.4. The required insurance shall not limit the liability of the Contractor. The City does not represent these coverages or amounts to be adequate or sufficient to protect the Contractor's interests or liabilities, but are merely required minimums.
- 1.1.5. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the Contractor shall make available certified copies of the various policies for inspection.
- 1.1.6. All liability insurance, except professional liability, shall be written on an occurrence basis.
- 1.1.7. The Contractor waives its right of recovery against the City to the extent permitted by its insurance policies.
- 1.1.8. Insurance required of the Contractor, or any other insurance of the Contractor shall be considered primary, and insurance of the City, if any, shall be considered excess as applicable to any claims which arise out of the agreement, contract or lease.

1.2. **Indemnification** - The Contractor shall indemnify and hold harmless the City and its officers and employees, from liabilities, damages, attorneys' losses, and costs, including, but not limited to, reasonable fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract.

1.3. **Certificate of Insurance** - The Contractor shall provide evidence of required minimum insurance by providing the City an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the City, before any work under the agreement, contract or lease begins.

- 1.3.1. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, contract or lease.

- 1.3.2. The Certificate(s) of Insurance shall designate the City as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- 1.3.3. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- 1.3.4. The Certificate(s) of Insurance shall indicate that the City shall be notified at least thirty (30) days in advance of cancellation.
- 1.3.5. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- 1.3.6. The Contractor, at the discretion of the Risk Manager for the City, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the Contractor's liability coverage(s).

**1.4. Comprehensive General Liability** - The Contractor shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations\*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- 1.4.1. For remodeling and construction projects, the Contractor shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the City's acceptance of the project.

**1.5. Business Automobile Liability** - The Contractor shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

**1.6. Workers' Compensation** - The Contractor shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease. Contractors exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

**1.7. Liability** - The Contractor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.