BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 16, 2011

Division: Employee Services

Bulk Item: Yes X No ___

Department: Employee Benefits

Staff Contact Person/Phone#: Teresa Aguiar X4458

AGENDA ITEM WORDING: Approval of Resolution repealing Resolution 497-2007 and approval to adopt the newly revised Risk Management Policy and Procedures Contract Administration Manual, 2011 Edition.

ITEM BACKGROUND: On April 27, 2010 SB 2060 was signed into law that increased the Sovereign Immunity limits specified in Florida Statute 768.28 from $100,000 per person and $200,000 per occurrence to $200,000 per person and $300,000 per occurrence. The law took effect on October 1, 2011.

PREVIOUS REVELANT BOCC ACTION: At the December, 2007 meeting, Resolution 209-1996 was repealed and Resolution 497-2007 was adopted.

CONTRACT/AGREEMENT CHANGES: Change of Sovereign Immunity limits specified in Florida Statute 768.28 from $100,000 per person and $200,000 per occurrence to $200,000 per person and $300,000 per occurrence.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: N/A **INDIRECT COST:** _____ **BUDGETED:** Yes ___ No __.

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty CH OMB/Purchasing RK Risk Management MS

DOCUMENTATION: Included X To Follow_____ Not Required _____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 2/27/01

RESOLUTION NO. _____ – 2011

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, REPEALING RESOLUTION 497-2007 AND ADOPTING THE RISK MANAGEMENT POLICY AND PROCEDURES CONTRACT ADMINISTRATION MANUAL, 2011 EDITION, WHICH RAISES THE SOVEREIGN IMMUNITY LIMITS FROM $100,000 PER PERSON AND $200,000 PER OCCURRENCE TO $200,000 PER PERSON AND $300,000 PER OCCURRENCE.

WHEREAS, on April 27, 2010 SB 2060 was signed into law which increased the Sovereign Immunity Limits as specified in Florida Statute 768.28 from $100,000 per person and $200,000 per occurrence to $200,000 per person and $300,000 per occurrence; and

WHEREAS, the law took effect on October 1, 2011; and

WHEREAS, it has become necessary to revise the Risk Management Policy and Procedures Contract Administration Manual to reflect the new statutory limits.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

That the Risk Management Policy and Procedure Contract Administration Manual, 2011 Edition, is hereby adopted as the official source of insurance/risk management requirements that must be included in any type of contractual agreement presented to the Board of County Commissioners for approval and execution by the Mayor.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the ____ day of _____, 2011.

Mayor Heather Carruthers	_____
Mayor Pro Tem David Rice	_____
Commissioner George Neugent	_____
Commissioner Sylvia Murphy	_____
Commissioner Kim Wigington	_____

(SEAL)
Attest: DANNY L. KOHLAGE, Clerk

By_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairperson

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 12-1-2011

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

INTRODUCTION

This manual was developed to establish the minimum Risk Management requirements for those individuals or firms that perform work for or on behalf of the County, use County property in conjunction with their activities, or receive funding or grants from the County.

To facilitate its use and to address the various exposures to loss faced by the County, the Manual has been sectionalized and specific insurance requirements developed based on the following classifications:

Construction Contractors and Subcontractors - Organizations performing construction activities for or on behalf of the County, on or off County Property.

Other Contractors and Subcontractors (including Trade Contractors) - Organizations that are providing goods or services (to include service or maintenance contracts) to the County or its residents for remuneration.

Public Welfare and Special Events - Activities that are held on or involve the use of County property or designed to provide assistance to the general public. The activities may be sponsored by private industry, trade/professional associations, or non-profit organizations. This section includes activities that are funded by the County through the Tourist Development Council.

Airport/Aircraft Activities - Organizations performing work at or for County-owned airfields or activities involving the use of aircraft, or lease of airport property.

Leases or Sub-Leases of County Property - Organizations leasing real and personal property owned by the County. This section also includes firms that operate as concessionaires on County property.

Certain sections of the manual will apply to all groups, while others will only apply to a specific group.

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

OBJECTIVE and GENERAL PROCEDURES

In recent years, society has seen an increase in the number of law suits filed in the court systems. Frequently when a suit is filed, anyone having a connection with the activity which gave rise to the claim are named as defendants, regardless of their contribution to the loss. Simple ownership of the property where the accident took place could expose the County to a lengthy and costly legal battle, even though it was not negligent in conducting its affairs.

To reduce the number and cost of such claims, the County attempts to hold the party responsible for the claim accountable for their actions. This is accomplished in two (2) ways.

First, the County requires that all parties doing work for, or on behalf of Monroe County, or utilizing County property provide an **Indemnification and Hold Harmless** agreement in favor of Monroe County. Such an agreement obligates them to protect and pay for any costs which the County might incur arising out of their activities, including providing a defense attorney to the County. Various forms of Indemnification and Hold Harmless agreements may be used, depending on the nature of the activity involved. The individual sections of this manual will specify which agreement is appropriate. All agreements are contained in the section titled Indemnification and Hold Harmless.

Second, to ensure that sufficient resources are available to satisfy the obligation assumed under the Indemnification and Hold Harmless agreement, the County requires most parties to maintain minimum insurance protection. The amount of protection will vary on the type and cost of work to be performed, and the risks involved.

There will be times when it will be necessary, or in the best interest of the County, to deviate from the standard insurance requirements specified within this ManualRecognizing this potential and acting on the advice of the County Attorney, the Board of County Commissioners has delegated authorization to the County Administrator and/or Risk Management to waive and modify various insurance provisions. These will be discussed in further detail in the section of this Manual entitled **Waiver of Insurance Requirements**.

Standard Insurance Requirements

As a general rule, all parties will be required to carry, as a minimum:

- Workers' Compensation and Employers' Liability Insurance
- General Liability Insurance
  and
- Vehicle Liability Insurance

The above insurances provide specific types of protection. These insurance coverages will be supplemented with different and additional types of coverages depending on the work or services being performed for the County.

The required limits will be contingent upon the nature and extent of the project or activity.

A general overview of these coverages and other issues that may assist the user of this manual is provided in the section entitled **Glossary**.

Certificates of Insurance

Verification that the party has obtained the necessary insurance, is usually accomplished by the furnishing of a **Certificate of Insurance**. A Certificate of Insurance summarizes the coverages that are being carried by the insured. It also specifies special provisions, such as Additional Insured. An industry standard form has been developed which is used by numerous insurance companies and agents.

Upon receipt of a Certificate of Insurance, it shall be reviewed to ensure that it includes all required coverages, that the insurance company is acceptable, that it specifically names the Monroe County Board of County Commissioners as an Additional Insured, if required, and that the policy(ies) have not expired. The Certificate shall be filed with the contract documents and reviewed thirty days prior to the expiration date. At that time an updated certificate is required. A copy shall also be forwarded to Risk Management.

General Procedures

The insurance requirements shall be established in conjunction with the development of the project. The **"Schedule of Insurance Requirements"** contained within various sections of this Manual will be used as a basis for the establishment of the coverages that must be provided and must be included in all RFP's. Unless insurance is waived by Risk Management, the **"Insurance Checklist"** will be completed by the County's employee responsible for the project by marking the required coverages with an "**X**". The form contains instructions for the proposer's insurance agent to review and sign signifying that coverage is in place or will be obtained if awarded the project or contract.

If the project is governed by a contract, the appropriate Insurance Forms will be included as part of the document and an original Certificate of Insurance, approved by Risk Management, is required for execution of the contract.

Requests for a waiver or modification to the insurance requirements must be made in writing, and approved by Risk Management, utilizing the **"Request for Waiver of Insurance Requirements"** form. The reason why the waiver or modification is needed, the extent of coverage that can be provided, and any other pertinent information, such as sole supplier, etc. must be included on the request.

MONROE COUNTY, FLORIDA

INSURANCE CHECKLIST
FOR
VENDORS SUBMITTING PROPOSALS
FOR WORK

To assist in the development of your proposal, the insurance coverages marked with an "X" will be required in the event an award is made to your firm. Please review this form with your insurance agent and have him/her sign it in the place provided. It is also required that the bidder sign the form and submit it with each proposal.

WORKERS' COMPENSATION
AND
EMPLOYERS' LIABILITY

	X	Workers' Compensation	Statutory Limits
			Bodily Injury by Accident/Bodily Injury by Disease, policy limits/Bodily Injury by Disease, each employee
WC1	_____	Employers Liability	$100,000/$500,000/$100,000
WC2	_____	Employers Liability	$500,000/$500,000/$500,000
WC3	_____	Employers Liability	$1,000,000/$1,000,000/$1,000,000
WCUSLH	_____	US Longshoremen & Harbor Workers Act	Same as Employers' Liability
WCJA	_____	Federal Jones Act	Same as Employers' Liability

GENERAL LIABILITY

As a minimum, the required general liability coverages will include:

- Premises Operations
- Blanket Contractual
- Expanded Definition of Property Damage
- Products and Completed Operations
- Personal Injury

Required Limits:

GL1	_____	$200,000 per Person; $300,000 per Occurrence $200,000 Property Damage or $300,000 Combined Single Limit
GL2	_____	$3,000 per Person; $500,000 per Occurrence $200,000 Property Damage or $500,000 Combined Single Limit
GL3	_____	$500,000 per Person; $1,000,000 per Occurrence $100,000 Property Damage or $1,000,000 Combined Single Limit
GL4	_____	$5,000,000 Combined Single Limit

Required Endorsement:

GLXCU	_____	Underground, Explosion and Collapse (XCU)
GLLIQ	_____	Liquor Liability
GLS	_____	Security Services

All endorsements are required to have the same limits as the basic policy.

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VEHICLE LIABILITY

As a minimum, coverage should extend to liability for:

- Owned; Non-owned; and Hired VehiclesRequired Limits:

VL1	_____	$50,000 per Person: $100,000 per Occurrence $25,000 Property Damage or $100,000 Combined Single Limit (The use of VL1 should be limited to special projects that involve other governmental entities or "Not for Profit" organizations. Risk Management must approve the use of this form).
VL2	_____	$200,000 per Person; $300,000 per Occurrence $200,000 Property Damage or $300,000 Combined Single Limit
VL3	_____	$500,000 per Person; $1,000,000 per Occurrence $100,000 Property Damage or $1,000,000 Combined Single Limit
VL4	_____	$5,000,000 Combined Single Limit

MISCELLANEOUS COVERAGES

BR1	_____	Builders' Risk	Limits equal to the completed project.
MVC	_____	Motor Truck Cargo	Limits equal to the maximum value of any one shipment.
PRO1	_____	Professional Liability	$ 300,000 per Occurrence/$ 500,000Agg.
PRO2	_____		$ 500,000 per Occurrence/$1,000,000 Agg.
PRO3	_____		$1,000,000 per Occurrence/$2,000,000 Agg.
POL1	_____	Pollution Liability	$ 500,000 per Occurrence/$1,000,000 Agg.
POL2	_____		$1,000,000 per Occurrence/$2,000,000 Agg.
POL3	_____		$5,000,000 per Occurrence/$10,000,000 Agg.
ED1	_____	Employee Dishonesty	$ 10,000
ED2	_____		$100,000
GK1	_____	Garage Keepers	$ 300,000 ($ 25,000 per Veh)
GK2	_____		$ 500,000 ($100,000 per Veh)
GK3	_____		$1,000,000 ($250,000 per Veh)

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MED1	_____	Medical Professional	$ 300,000/$ 750,000 Agg.
MED2	_____		$ 500,000/$ 1,000,000 Agg.
MED3	_____		$1,000,000/$ 3,000,000 Agg.
MED4	_____		$5,000,000/$10,000,000 Agg.
IF	_____	Installation Floater	Maximum value of Equipment Installed
VLP1	_____	Hazardous Cargo Transporter	$ 300,000 (Requires MCS-90)
VLP2	_____		$ 500,000 (Requires MCS-90)
VLP3	_____		$1,000,000 (Requires MCS-90)
BLL	_____	Bailee Liab.	Maximum Value of Property
HKL1	_____	Hangarkeepers Liability	$ 300,000
HKL2	_____		$ 500,000
HKL3	_____		$ 1,000,000
AIR1	_____	Aircraft Liability	$ 1,000,000
AIR2	_____		$ 5,000,000
AIR3	_____		$50,000,000
AEO1	_____	Architects Errors & Omissions	$ 250,000 per Occurrence/$ 500,000 Agg.
AEO2	_____		$ 500,000 per Occurrence/$1,000,000 Agg.
AEO3	_____		$ 1,000,000 per Occurrence/$3,000,000 Agg.
EO1	_____	Engineers Errors & Omissions	$ 250,000 per Occurrence/$ 500,000 Agg.
EO2	_____		$ 500,000 per Occurrence/$1,000,000 Agg.
EO3	_____		$ 1,000,000 per Occurrence/$3,000,000 Agg.

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
_____	_____
_____	_____
_____	_____

Liability policies are ___ Occurrence ___ Claims Made

_____ Insurance Agency

_____ Signature

BIDDERS STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

_____ Bidder

_____ Signature

INSCKLST

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

Introduction
to
Construction Contractors and Subcontractors
Section

This section of the Manual will apply to construction type projects and activities utilizing Contractors and Subcontractors. The types and amounts of insurance will be determined based on the type of project and the projected cost of the contract. The fact that the funds used to pay for the project were obtained from Federal, State, or other grants is not material.

A special matrix of construction activities has been developed and incorporated within this section to assist in the establishment of the proper insurance coverages and limits.

As a general rule, all contracts will include:

- Indemnification and Hold Harmless Provisions
- General Insurance Requirements
- Workers' Compensation Provisions
- General Liability Provisions
  and
- Vehicle Liability Provisions

Questions should be directed to Risk Management

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

General Insurance Requirements
for
Construction Contractors and Subcontractors

Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in the attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Sub-Contractors engaged by the Contractor. As an alternative the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor will be held responsible for all deductibles and self insured retentions that may be contained in the Contractor's Insurance policies.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance

  or

- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

In addition, the County will be named as an Additional Insured and Loss Payee on all policies covering County-owned property.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

MONROE COUNTY, FLORIDA
SCHEDULE OF INSURANCE REQUIREMENTS
FOR
CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS

REVISED 9/05

CONTRACT TYPE	DESCRIPTION OF WORK	Under $10,000	$10,001 To $50,000	$50,001 to $100,000	$100,001 TO $500,000	$500,001 TO $1 Million	Over $1 Million
AIRPORT CONSTRUCTION	PROVIDE AIRPORT CONSTRUCTION SERVICES-GENERALLY USING SUB-CONTRACTORS	WC3 GL4 VL4	WC3 GL4 VL4	WC3 GL4 VL4	WC3 GL4 VL4	WC3 GL4 VL4	Refer to Risk Management
	If work involves the structural integity of the building	BR1	BR1	BR1	BR1	BR1	
ARCHITECTS AND ENGINEERS	PROFESSIONAL SERVICES IN THE DESIGN OF BUILDINGS, SEWERS, WATER MAINS, STREETS, ETC.	WC1 GL1 VL1 AEO1	WC1 GL1 VL1 AEO1	WC1 GL1 VL1 AEO1	WC1 GL2 VL1 AEO2	WC1 GL3 VL1 AEO3	Refer to Risk Management
ENGINEERS	PROFESSIONAL SERVICES IN THE ENGINEERING DESIGN OF BUILDINGS, SEWERS, WATERMAIN, STREET, ETC.	WC1 GL1 VL1 EO1	WC1 GL1 VL1 EO1	WC1 GL1 VL1 EO1	WC1 GL2 VL1 EO1	WC1 GL3 VL1 EO3	Refer to Risk Management
BRIDGE CONSTRUCTION	PROVIDE BRIDGE CONSTRUCTION SERVICES OVER NAVIGABLE AND UN-NAVIGABLE WATERS	WC1 GL1 VL1 GLXCU	WC1 GL1 VL1 GLXCU	WC1 GL1 VL1 GLXCU	WC2 GL2 VL1 GLXCU	WC3 GL3 VL1 GLXCU	Refer to Risk Management
BUILDING REHABILITATION	BUILDING REHABILITATION GENERALLY USING SUB-CONTRACTORS	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL1	WC2 GL2 VL2	WC3 GL3 VL3	Refer to Risk Management
	If work involves the structural Integrity of the Building	BR1	BR1	BR1	BR1	BR1	
MARINA CONTRACTORS	PROVIDE MARINA CONSTRUCTION ALONG SHORELINE	Refer to Risk Mgt	Refer to Risk Mgt	Refer to Risk Mgt	Refer to Risk Mgt	Refer to Risk Mgt	Refer to Risk Management
GENERAL CONTRACTORS	BUILDING CONTRUCTION SERVICES - USING SUB-CONTRACTORS; INCLUDES CONSTRUCTION OF PARKING LOTS	WC1 GL1 VL1 GLXCU	WC1 GL1 VL1 GLXCU	WC1 GL1 VL1 GLXCU	WC2 GL2 VL2 GLXCU	WC3 GL3 VL3 GLXCU	Refer to Risk Management
	NEW CONSTRUCTION	BR1	BR1	BR1	BR1	BR1	
	RENOVATIONS THAT INVOLVES THE STRUCTURAL INTEFRITY OF THE BUILDING	BR2	BR2	BR2	BR2	BR2	
PARKS & RECREATION AREA CONSTRUCTION	CONSTRUCTION OF PARKS AND PUBLIC RECREATION AREAS	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL1	WC2 GL2 VL2	WC3 GL3 VL3	Refer to Risk Management
ROAD CONSTRUCTION INVOLVING EXCAVATIONS, CULVERTS, ETC.	OR UNDERGROUND WORK SUCH AAS ROAD CONSTRUCTION, WATER AND SEWER LINE INSTALLATION, TUNNELING CULVERTS, ETC.	WC1 GL1 VL1 GLXCU	WC1 GL1 VL1 GLXCU	WC1 GL1 VL1 GLXCU	WC2 GL2 VL2 GLXCU	WC3 GL3 VL3 GLXCU	Refer to Risk Management

INCLUDE "CCS" INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN CONTRACT

QUESTIONS SHOULD BE DIRECTED TO RISK MANAGEMENT.

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

Introduction
to
Other Contractors and Subcontractors
Section

This section of the manual will apply to Vendors and Contractors supplying goods or services to the County which are not in connection with a construction project. The insurance requirements for Agreements/Contracts which supply goods or services associated with construction projects should be governed by the **Construction Contractors** section of this manual. The types and amounts of insurance will be determined based on the type of service or goods provided and the projected payment to the Vendor. The fact that the funds used to pay for the goods or services were obtained from Federal, State, or other grants is not material.

A special matrix of for this section has been developed to assist in the establishment of the proper insurance coverages and limits.

As a general rule, all agreements will include as a minimum:

- Indemnification and Hold Harmless Provisions
- General Insurance Requirements
- Workers' Compensation Provisions
- General Liability Provisions
  and
- Vehicle Liability Provisions

Questions should be directed to Risk Management.

RISK MANAGEMENT POLICY AND PROCEDURES CONTRACT ADMINISTRATION MANUAL

General Insurance Requirements for Other Contractors and Subcontractors

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor will be held responsible for all deductibles and self insured retentions that may be contained in the Contractor's Insurance policies.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance

  or

- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

MONROE COUNTY, FLORIDA
SCHEDULE OF INSURANCE REQUIREMENTS
FOR
OTHER CONTRACTORS AND SUBCONTRACTORS

CONTRACT TYPE	DESCRIPTION OF WORK	Under $10,000	$10,001 to $50,000	$50,001 to $100,000	$100,001 to $500,000	$500,001 to $1 Million	Over $1 Million
ASBESTOS REMOVAL	ENCAPSULATING, REMOVING OR TESTING FOR ASBESTOS	WC1 GL1 VL1 ASB	WC1 GL1 VL1 ASB	WC1 GL1 VL1 ASB	WC2 GL2 VL2 ASB	WC3 GL3 VL2 ASB	Refer to Risk Management
CONSULTING SERVICES	PROVIDE PROFESSIONAL SERVICES, BOTH ON AND OFF SITE SUCH AS MANAGEMENT AND FINANCIAL CONSULTANTS, INCLUDES SERVICES OF A PROFESSIONAL NATURE WHETHER LICENSED OR NOT	WC1 GL1 VL1 PRO1	WC1 GL1 VL1 PRO1	WC1 GL1 VL1 PRO1	WC2 GL2 VL2 PRO2	WC3 GL3 VL3 PRO3	Refer to Risk Management
DELIVERIES	DELIVERY, LOADING AND UNLOADING OF HEAVY EQUIPMENT OR MACHINERY REQUIRING CRANES OR RIGGING	WC1 GL1 VL1 IF MVC	WC1 GL1 VL1 IF MVC	WC1 GL1 VL1 IF MVC	WC1 GL2 VL2 IF MVC	WC1 GL3 VL3 IF MVC	Refer to Risk Management
DELIVERIES	DELIVERY, LOADING AND UNLOADING OF OTHER GOODS, SUCH AS OFFICE SUPPLIES, AND LOW VALUED EQUIPMENT	WC1 GL1 VL1 MVC	WC1 GL1 VL1 MVC	WC1 GL1 VL2 MVC	WC2 GL2 VL2 MVC	WC2 GL2 VL2 MVC	Refer to Risk Management
DERELICT VESSEL RECOVERY	REMOVING SUNKEN AND DERELICT VESSELS FROM WATERS IN OR AROUND THE COUNTY	GL1 VL1 WCJA WL1 POL1	GL1 VL1 WCJA WL1 POL1	GL1 VL1 WCJA WL1 POL1	GL1 VL2 WCJA WL1 POL1	GL2 VL3 WCJA WL2 POL1	Refer to Risk Management
ELECTRICAL CONTRACTORS	LICENSED ELECTRICAL CONTRACTORS PROVIDING EITHER MAINTENANCE OR INSTALATION SERVICES FOR THE COUNTY	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL1	WC2 GL2 VL1	WC2 GL2 VL2	Refer to Risk Management
ENVIRONMENTAL CONTRACTORS	CONTRACTORS ENGAGED IN THE TESTING OR MONITORING OF SOIL, WATER OR AIR	WC1 GL1 VL1 POL2	WC1 GL1 VL1 POL2	WC1 GL1 VL1 POL2	WC1 GL1 VL1 POL2	WC1 GL1 VL1 POL2	Refer to Risk Management
FOOD SERVICES	PROVIDING FOOD SERVICES TO THE ELDERLY AND OTHER CITIZENS	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL2 VL1	WC2 GL2 VL2	Refer to Risk Management
FUEL DELIVERIES	DELIVERY, LOADING AND UNLOADING OF TOXIC OR HAZARDOUS SUBSTANCES SUCH AS OIL, GASOLINE, CHLORINE, OTHER CHEMICALS	WC1 GL1 VL1 VLP1 MVC MCS	WC1 GL1 VL1 VLP1 MVC MCS	WC1 GL1 VL1 VLP1 MVC MCS	WC2 GL2 VL2 VLP2 MVC MCS	WC2 GL3 VL3 VLP3 MVC MCS	Refer to Risk Management
GARBAGE COLLECTION (SOLID WASTE)	RESIDENTUAL AND COMMERCIAL GARBAGE COLLECTION	WC1 GL1 VL2 POL2	WC1 GL1 VL2 POL2	WC1 GL1 VL2 POL2	WC1 GL2 VL3 POL2	WC1 GL2 VL3 POL2	Refer to Risk Management
HOUSEHOLD HAZARDOUS WASTE DISPOSAL	ORGANIZATIONS RESPONSIBLE FOR RECEIVING AND DISPOSING OF PAINTS, OILS, AND SOLVENTS FROM COUNTY RESIDENTS	WC1 GL1 VL1 POL2	WC1 GL1 VL2 POL2	WC1 GL1 VL2 POL2	WC1 GL2 VL3 POL2	WC1 GL2 VL3 POL2	Refer to Risk Management
INSTALLATION AND MAINTENANCE - OUTSIDE	INSTALLATION NOT IN A PUBLIC BUILDING SUCH AS FENCING, LANDSCAPING, TREES, ETC	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL1	WC2 GL2 VL2	WC3 GL3 VL3	Refer to Risk Management
INSTRUMENT TESTING AND CALIBRATION	THE TESTING AND CALIBRATION OF FIRE, MEDICAL AND BIO-MEDICAL EQUIPMENT	WC1 GL2 VL1	WC1 GL2 VL1	WC1 GL2 VL1	WC2 GL3 VL2	WC1 GL3 VL3	Refer to Risk Management
JANITORIAL SERVICES	CLEANING COUNTY BUILDINGS (WITH OR) WITHOUT COUNTY SUPERVISION	WC1 VL1 ED1 GL1	WC1 VL1 ED1 GL1	WC1 VL1 ED1 GL1	WC2 VL2 ED2 GL2	WC2 VL2 ED2 GL2	Refer to Risk Management
LAB TESTING	GENERAL LAB TESTING	GL1 VL1 PRO1 WC1	GL1 VL1 PRO1 WC1	GL1 VL1 PRO1 WC1	GL2 VL2 PRO2 WC1	GL3 VL3 PRO3 WC1	Refer to Risk Management
LANDSCAPING	CLEARING LOTS, MOWING, SHRUBBERY WORK, ETC	GL1 VL1 WC1	GL1 VL1 WC1	GL1 VL1 WC1	GL1 VL2 WC1	GL2 VL3 WC1	Risk Management Refer to
MARINE CONTRACTORS	SERVICES INVOLVING THE MASTER OR CREW OF ANY OCEAN GOING VESSEL	GL1 VL1 WCJA WL1	GL1 VL1 WCJA WL1	GL1 VL1 WCJA WL1	GL1 VL2 WCJA WL1	GL2 VL3 WCJA WL2	Refer to Risk Management

MONROE COUNTY, FLORIDA
SCHEDULE OF INSURANCE REQUIREMENTS
FOR
OTHER CONTRACTORS AND SUBCONTRACTORS

CONTRACT TYPE	DESCRIPTION OF WORK	Under $10,000	$10,001 to $50,000	$50,001 to $100,000	$100,001 TO $500,000	$500,001 TO $1 Million	Over $1 Million
MEDICAL SERVICES	PROVIDING MEDICAL AND PSYCHIATRIC SERVICES TO CITIZENS, EMPLOYEES, EMPLOYEE APPLICANTS, DRUG TESTING & PHYSIOLOGICAL TESTING OF EMPLOYEES	WC1 GL1 VL1 MED1	WC1 GL1 VL1 MED1	WC1 GL1 VL1 MED2	WC2 GL2 VL2 MED3	WC3 GL3 VL3 MED4	Refer to Risk Management
ON-SITE SERVICES	PROVIDING SPECIALIZED SERVICES AND TEMPORARY HELP WHERE CONTRACTOR'S EMPLOYEES WORK ON COUNTY PROPERTY, USING COUNTY EQUIPMENT AND UNDER COUNTY SUPER-VISION FOR EXTENDED PERIODS (NOT INDIVIDUAL EMPLOYMENT CONTRACTS)	WC1 GL1 VL1 ED1	WC1 GL1 VL1 ED1	WC1 GL1 VL1 ED1	WC2 GL2 VL2 ED2	WC3 GL3 VL3 ED2	Refer to Risk Management
PARKING LOT OPERATIONS	FIRMS ENGAGED IN OPERATING PARKING FACILITIES ON COUNTY OWNED PROPERTY	WC1 GL1 VL1 GK1	WC1 GL1 VL1 GK1	WC1 GL1 VL1 GK1	WC2 GL2 VL2 GK2	WC3 GL3 VL3 GK3	Refer to Risk Management
PEST CONTROL	FIRMS ENGAGED IN THE ELIMINATION BUGS, RODENTS, AND SIMILAR ANIMALS.	WC1 GL1 VL1 POL1	WC1 GL1 VL1 POL1	WC2 GL2 VL2 POL1	WC2 GL2 VL2 POL1	WC2 GL3 VL3 POL2	Refer to Risk Management
REFUSE PICKUP	FROM COUNTY BUILDINGS, PRIVATE RESIDENCES, PUBLIC STREETS AND PARKS AND INCLUDES SOLID WASTE, SEWAGE & OTHER HAZARDOUS MATERIALS	WC1 GL1 VL2 POL2	WC1 GL1 VL2 POL2	WC1 GL1 VL2 POL1	WC2 GL2 VL2 POL2	WC3 GL3 VL3 POL3	Refer to Risk Management
REPAIRS/MAINT.	REPAIRS/MAINTENNANCE TO COUNTY-OWNED EQUIPMENT IN COUNTY BUILDINGS, SUCH AS OFFICE MACHINES, COPIERS, FIRE EXTINGUISHERS, ETC	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL1	WC2 GL2 VL2	WC3 GL3 VL3	Refer to Risk Management
REPAIRS, OUTSIDE	REPAIRS TO COUNTY-OWNED EQUIP-MENT AT CONTRACTOR'S SITE, SUCH AS RADIO AND COMMUNICATION EQUIPMENT, PUMPS, MOTORS,	WC1 GL1 VL1 BLL	WC1 GL1 VL1 BLL	WC1 GL1 VL1 BLL	WC2 GL2 VL2 BLL	WC3 GL3 VL3 BLL	Refer to Risk Management
ROAD OR RIGHT OF WAY MAINTENANCE NOT INVOLVING EXCAVATIONS	WORK ON COUNTY ROADS AND RIGHT OF WAYS WHICH AFFECTS PUBLIC TRAFFIC (BOTH VEHICLE AND PEDESTRIAN)	WC2 GL2 VL2	WC2 GL2 VL2	WC2 GL2 VL2	WC3 GL3 VL3	WC3 GL3 VL3	Refer to Risk Management
SEAWALL/MARINE DOCK MAINTENANCE	ORGANIZATIONS ENGAGED TO MAINTAIN OR REBUILD COUNTY OWNED SEAWALLS OR MARINE DOCKS	WC1 GL1 VL1 WCUSLH	WC1 GL1 VL1 WCUSLH	WC1 GL1 VL1 WCUSLH	WC1 GL1 VL2 WCUSLH	WC1 GL2 VL2 WCUSLH	Refer to Risk Management
SECURITY SERVICES	ORGANIZATIONS ENGAGED IN THE PROVIDING OF GUARD AND OTHER SECURITY SERVICES	WC1 GL1 GLS VL1	WC1 GL1 GLS VL1	WC1 GL2 GLS VL1	WC2 GL2 GLS VL2	WC3 GL3 GLS VL3	Refer to Risk Management
SERVICE AND DELIVERIES OF ITEMS NOT OWNED BY COUNTY	SERVICE AND DELIVERIES OF NON OWNED COUNTY PROPERTY SUCH AS VENDING MACHINES, ATMS AND OTHER SIMILAR ITEMS	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL1	Refer to Risk Management
SHIP REPAIR OR CONSTRUCTION	REPAIR OR CONSTRUCITON OF COUNTY OWNED WATERCRAFT	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL1	WC2 GL2 VL2	WC3 GL2 VL2	Refer to Risk Management
TRADES/MAINT. SERVICES	TRADE SERVICES ON OR OFF COUNTY PROPERTY SUCH AS EXTERMINATORS CARPET INSTALLATION, WINDOW CLEANING, ELEVATOR REPAIR, ROOFING AND PAINTING	WC1 GL1 VL1	WC1 GL1 VL1	WC2 GL2 VL2	WC2 GL2 VL2	WC3 GL3 VL3	Refer to Risk Management
TRADES/MAINT. SERVICES INVOLVING VEHICLES	TRADE SERVICES ON OR OFF PUBLIC PROPERTY SUCH AS AUTO GLASS REPLACEMENT, TIRE REPAIRS, ETC	WC1 GL1 VL1 GK1	WC1 GL1 VL1 GK1	WC1 GL1 VL1 GK1	WC2 GL2 VL2 GK2	WC3 GL3 VL3 GK3	Refer to Risk Management
TRANSPORTATION	PROVIDING TRANSPORTATION FOR EITHER COUNTY EMPLOYEES OR NON-COUNTY EMPLOYEES TO INCLUDE TRANSPORTING THE ELDERLY, AND MENTALLY RETARDED.	WC1 GL1 VL2	WC1 GL1 VL2	WC1 GL1 VL2	WC2 GL2 VL3	WC3 GL3 VL3	Refer to Risk Management
VEHICLE SERVICES	SERVICES PERFORMED AT CONTRACTOR'S SHOP ON COUNTY VEHICLES, SUCH AS PAINTING, BODY WORK, MECHANICAL, ETC. & INCLUDES MODIFICATION TO EMERGENCY VEHICLES	WC1 GL1 VL1 GK1	WC1 GL1 VL1 GK1	WC1 GL1 VL1 GK1	WC2 GL2 VL2 GK2	WC3 GL3 VL3 GK3	Refer to Risk Management

MONROE COUNTY, FLORIDA
SCHEDULE OF INSURANCE REQUIREMENTS
FOR
OTHER CONTRACTORS AND SUBCONTRACTORS

CONTRACT TYPE	DESCRIPTION OF WORK	Under $10,000	$10,001 To $50,000	$50,001 to $100,000	$100,001 TO $500,000	$500,001 TO $1 Million	Over $1 Million
WASTE HAUL OUT	THE TRANSPORTATION OF WASTE FROM THE COUNTY	WC1 GL1 VL2 POL1	WC1 GL1 VL2 POL1	WC2 GL1 VL2 POL1	WC2 GL2 VL3 POL2	WC3 GL2 VL3 POL2	Refer to Risk Management
WASTE PROCESSING PLANT OPERATIONS	OPERATIONS AND MAINTENANCE OF THE COUNTY'S WASTE PROCESSING FACILITIES	WC2 GL4 VL2 ARP	WC2 GL4 VL2 ARP	WC2 GL4 VL2 ARP	WC2 GL4 VL2 ARP	WC3 GL4 VL2 ARP	WC3 GL4 VL2 ARP

INCLUDE "OCS" INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN CONTRACT

QUESTIONS SHOULD BE DIRECTED TO RISK MANAGEMENT.

RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

Introduction
to
Public Welfare and Special Events
Section

This section of the manual will apply to Sponsors of Special Events which will be attended by the general public. They normally involve the gathering of large segments of the general public and often include ultra-hazardous activities. They may be sponsored by private industry, associations, non profit organizations or funded by the County through the Tourist Development Council. The types and amounts of insurance will be determined based on the nature of the event and the activities associated with the event. Depending on the event and its sponsor, certain insurance requirements may be waived. The specially developed matrix which is incorporated within this section should be consulted.

Questions should be directed to Risk Management.

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

General Insurance Requirements
for
Public Welfare and Special Events

As a pre-requisite of the **Special Event** governed by this permit or agreement, the Promoter shall obtain, at his/her own expense, insurance as specified in the attached schedules.

The Promoter will not be permitted to commence work associated with the **Special Event** (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. The Promoter shall maintain the required insurance throughout the entire duration of the **Special Event** and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of the **Special Event** until the required insurance has been reinstated or replaced.

The Promoter will be held responsible for all deductibles and self insured retentions that may be contained in the Promoter's Insurance policies.

The Promoter shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance

  or

- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Promoter's insurance shall not be construed as relieving the Promoter from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

MONROE COUNTY, FLORIDA

SCHEDULE OF INSURANCE REQUIREMENTS FOR PUBLIC WELFARE AND SPECIAL EVENTS

Description of Activities	Examples of Events	Required Insurance or Forms
Assistance to the Needy	Soup Kitchens, Shelters	PWSE
Circus	Commercial Ventures with Animals and High Risk Acts	WC2 GL3 VL2
Concerts/ Performers	Rock Concerts and Other Events Providing Entertainment to the General Public	GL2 VL2 MUS
Counseling Health & Medical	Public Service and Non Profit Organizations providing Care of LIfe Counseling such as Substance Abuse, Job Training, and Senior Citizen Programs, Drug & Alcohol Support & Public Immunization	PWSE
Inter-Governmental Agreements	Agreements with other State governmental Agencies	INTL
Fireworks	Displays On or Off County Property which Require Permits	GL3

MONROE COUNTY, FLORIDA

SCHEDULE OF INSURANCE REQUIREMENTS FOR PUBLIC WELFARE AND SPECIAL EVENTS

Description of Activities	Examples of Events	Required Insurance or Forms
Handicapped and the Disabled Events	Special Olympics and Goodwill	PWSE
Interlocal Agrements	Agreements with and between Governmental Agencies	INTL
Liqour Sales	the sale of liqour. Required insurance is in addition to those specified under the activity	GLLIQ
Local events funded by the Tourist Development Council	Triathalons, Beach or Summer Fests, and Festivals	PWSE
Movie/TV Productions	Productions Utilizing County Property	WC2, GL3, VL2 If aircraft or watercraft are involved refer to Risk Management
National Major Events Funded by the Tourist Development Council	Activities such as Power Boat Races	WC3 GL3 VL2
Political	Party Conventions	PWSE
Public Interest	N.O.W.; Aids Awarness Racial/Ethnic Groups AARP	PWSE
Organized Racing	Motor Car and Watercraft Regattas	Refer to Risk Management
Organized Sporting Events Parades	Football, Baseball and All Profesionnal Sports Any Event Requiring a County Parade Permit	Refer to Risk Management PWSE

INCLUDE "PWSE" INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN CONTRACT

QUESTIONS SHOULD BE DIRECTED TO RISK MANAGEMENT.

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

Introduction
to
Airport/Aircraft Activities
Section

This section of the manual will apply to those activities which are associated with, or conducted at the County's Airports, or involve Aircraft Activities. The types and amounts of insurance will be determined based on the type of activity and its projected cost. The fact that the funds used to pay for the activity were obtained from Federal, State, or other grants is not material.

The insurance provisions for construction projects at the Airports will be governed by the section of this manual entitled Construction Contractors and Subcontractors.

A special matrix of activities has been developed and incorporated within this section to assist in the establishment of the proper insurance coverages and limits.

As a general rule, all contracts will include:

- Indemnification and Hold Harmless Provisions
- General Insurance Requirements
- Workers' Compensation Provisions
- General Liability Provisions
- Vehicle Liability Provisions
  and
- Airport or Aircraft Liability Provisions

Questions should be directed to Risk Management.

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

General Insurance Requirements for Airport/Aircraft Activities

Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), the Vendor shall obtain, at his/her own expense, insurance as specified in the attached schedules, which are made part of this contract. The Vendor will ensure that the insurance obtained will extend protection to all Contractors engaged by the Vendor.

The Vendor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below.

The Vendor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all activities conducted by the Vendor and its Contractors until the required insurance has been reinstated or replaced.

The Contractor will be held responsible for all deductibles and self insured retentions that may be contained in the Contractor's Insurance policies.

The Vendor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance

  or

- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Vendor's insurance shall not be construed as relieving the Vendor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

MONROE COUNTY, FLORIDA

SCHEDULE OF INSURANCE REQUIREMENTS FOR AIRPORT ACTIVITIES

CONTRACT TYPE	DESCRIPTION OF WORK	Under $10,000	$10,001 to $50,000	$50,001 to $100,000	$100,001 to $500,000	$500,001 to $1 Million	Over $1 Million
AIR SHOWS	EVENTS UTILIZING COUNTY AIRFIELDS OR AIRPORTS	WC3 GL3 VL2 AIR1	WC3 GL3 VL2 AIR1	WC3 GL3 VL2 AIR1	WC3 GL3 VL2 AIR1	WC3 GL3 VL3 AIR2	Refer to Risk Management
AIRLINES	COMMERCIAL AIRLINES WITH SCHEDULED SERVICE TO COUNTY OWNED AIRFIELDS	WC3 GL3 VL3 AIR3	WC3 GL3 VL3 AIR3	WC3 GL3 VL3 AIR3	WC3 GL3 VL3 AIR3	WC3 GL3 VL3 AIR3	VLWC3 GL3 VL3 AIR3
AVIATION CLUBS	NON PROFIT ORGANIZATIONS WHO JOINTLY OWN AND OPERATE AIRCRAFT FOR PLEASURE	AIR1 GL1	AIR1 GL1	AIR1 GL1	AIR1 GL1	AIR1 GL1	AIR1 GL1
ASBESTOS REMOVAL	ENCAPSULATING, REMOVING OR TESTING FOR ASBESTOS	WC1 GL1 VL1 ASB	WC1 GL1 VL1 ASB	WC1 GL1 VL1 ASB	WC2 GL2 VL2 ASB	WC3 GL3 VL2 ASB	Refer to Risk Management
CAR RENTAL FIRMS	ORGANIZATIONS ENGAGED IN THE RENTING OR LEASING OF VEHICLES TO THE GENERAL PUBLIC	WC3 GL3 VL3	WC3 GL3 VL3	WC3 GL3 VL3	WC3 GL3 VL3	WC3 GL3 VL3	WC3 GL3 VL3
DELIVERIES	DELIVERY, LOADING AND UNLOADING OF HEAVY EQUIPMENT OR MACHINERY REQUIRING CRANES OR RIGGING	WC1 GL1 VL1 IF	WC1 GL1 VL1 IF	WC1 GL1 VL2 IF	WC2 GL2 VL2 IF	WC2 GL3 VL3 IF	Refer to Risk Management
DELIVERIES	DELIVERY, LOADING AND UNLOADING OF OTHER GOODS, SUCH AS OFFICE SUPPLIES, AND LOW VALUED EQUIPMENT	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL2	WC2 GL2 VL2	WC2 GL2 VL2	Refer to Risk Management
FIXED BASE OPERATORS	ORGANIZATIONS ENGAGED IN THE REPAIR, SERVICING, MAINTENANCE, FUELING AND TIE-DOWN OF AIRCRAFT IF FBO MAINTAINS FUEL TANKS	WC3 GL4 VL4 HKL4 UST	WC3 GL4 VL4 HKL4 UST	WC3 GL4 VL4 HKL4 UST	WC4 GL4 VL3 HKL4 UST	WC4 GL4 VL3 HKL4 UST	WC4 GL4 VL3 HKL4 UST
FOOD SERVICES	RESTAURANT AND LIQOUR LOUNGES	WC1 GL1 VL1 GLLIQ	WC1 GL1 VL1 GLLIQ	WC1 GL1 VL1 GLLIQ	WC2 GL2 VL1 GLLIQ	WC2 GL2 VL1 GLLIQ	Refer to RisK Management
DELIVERIES	DELIVERY, LOADING AND UNLOADING OF TOXIC OR HAZARDOUS SUBSTANCES SUCH AS OIL, GASOLINE, CHLORINE, & OTHER CHEMICALS	WC1 GL1 VL1 VLP1 MVC	WC1 GL1 VL1 VLP1 MVC	WC1 GL1 VL1 VLP1 MVC	WC1 GL2 VL2 VLP2 MVC	WC1 GL3 VL3 VLP3 MVC	Rerer to Risk Management
DELIVERIES	DELIVERY, LOARDING OR UNLOADING OF OTHER GOODS, SUCH AS OFFICE SUPPLIES, AND LOW VALUED EQUIPMENT	WC2 GL2 VL1	WC2 GL2 VL1	WC2 GL2 VL1	WC2 GL2 VL1	WC2 GL2 VL1	WC2 GL2 VL1
GIFT SHOPS	ORGANIZATIONS ENGAGED IN THE SALE OF MERCHANDISE TO THE GENERAL PUBLIC. DOES NOT INCLUDE RESTURANTS AND LOUNGES.	WC2 GL2 VL2	WC2 GL2 VL2	WC2 GL2 VL2	WC2 GL2 VL2	WC2 GL2 VL2	WC2 GL2 VL2
GENERAL GROUND MAINTENANCE	ORGANIZATIONS ENGAGED IN THE GENERAL MAINTENANCE OF AIRPORT GROUNDS TO INCLUDE CUTTING OF GRASS, PAINTING OF BUILDINGS, ETC.	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL2 VL2	WC1 GL2 VL2	WC1 GL3 VL3	Refer to Risk Management

MONROE COUNTY, FLORIDA

SCHEDULE OF INSURANCE REQUIREMENTS FOR AIRPORT ACTIVITIES

CONTRACT TYPE	DESCRIPTION OF WORK	Under $10,000	$10,001 to $50,000	$50,001 to $100,000	$100,001 to $500,000	$500,001 to $1 Million	Over $1 Million
HANGER LEASE	CORPORATIONS OR INDIVIDUALS WHO LEASE LAND FOR HANGER SPACE DIRECTLY FROM THE COUNTY	GL1	GL1	GL1	GL1	GL1	GL1
JANITORIAL SERVICES	(WITH OR) WITHOUT COUNTY SUPERVISION	WC1 VL1 ED1 GL1	WC1 VL1 ED1 GL1	WC1 VL1 ED1 GL1	WC1 VL2 ED2 GL2	WC1 VL2 ED2 GL2	Refer to Risk Management
LANDSCAPING	CLEARING LOTS, MOWING, SHRUBBERY WORK, ETC	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL2	WC1 GL2 VL3	Refer to Risk Management
PARKING LOT OPERATIONS	FIRMS ENGAGED IN OPERATING PARKING FACILITIES ON COUNTY PROPERTY	WC1 GL1 GK1	WC1 GL1 GK1	WC1 GL1 GK1	WC2 GL2 GK2	WC3 GL3 GK3	Refer to Risk Management
REFUSE PICKUP	FROM COUNTY AIRPORTS AND AIRFIELDS	GL1 VL1 POL1	GL1 VL1 POL1	GL1 VL1 POL	GL2 VL2 POL2	GL3 VL3 POL3	Refer to Risk Management
RUNWAY SERVICE AND MAINTENANCE	ORGANIZATIONS ENGAGED IN THE SERVICING OF RUNWAYS AND ASSOCIATED EQUIPMENT TO INCLUDE LIGHTS AND RADAR						
	CONTRACTS VALUED LESS THAN $100,000	WC1 GL2 VL2	WC1 GL2 VL2	WC1 GL2 VL2	WC1 GL2 VL2	WC1 GL2 VL2	WC1 GL2 VL2
	CONTRACTS VALUED MORE THAN $100,000	WC3 GL3 VL3	WC3 GL3 VL3	WC3 GL3 VL3	WC3 GL3 VL3	WC3 GL3 VL3	WC3 GL3 VL3
SECURITY SERVICES	ORGANIZATIONS ENGAGED IN THE PROVIDING OF GUARD AND OTHER SECURITY SERVICES TRADE SERVICES ON OR OFF COUNTY	WC1 GL1 VL1 GLS	WC1 GL1 VL1 GLS	WC1 GL2 VL2 GLS	WC2 GL3 VL3 GLS	WC3 GL3 VL3 GLS	Refer to Risk Management Refer to
TAXI/LIMO SERVICE	PROVIDING TAXI AND/OR LIMO SERVICE TO MEMBERS OF THE GENERAL PUBLIC TO AND FROM AIRPORT FACILITIES	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL1	WC1 GL1 VL1
TRADES/MAINT. SERVICES	PROPERTY SUCH AS EXTERMINATORS CARPET INSTALLATION, WINDOW CLEANING, ELEVATOR REPAIR, ROOFING AND PAINTING	GL1 VL1 WC1	GL1 VL1 WC1	GL2 VL2 WC1	GL2 VL2 WC1	GL3 VL3 WC1	Refer tp Risk Management

INCLUDE "AIR" INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN CONTRACT

QUESTIONS SHOULD BE DIRECTED TO RISK MANAGEMENT.

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

Introduction
to
Lease of County-Owned
Property

This section of the manual will apply to Organizations/Individuals who lease, or operate concessions in or on County-owned property. Included in this section are those Organizations/Individuals who lease or rent County-owned vehicles.

As a general rule, all agreements will include as a minimum:

- Indemnification and Hold Harmless Provisions
- General Insurance Requirements
- All Risk Property Provisions
  and
- General Liability Provisions

If a County-owned vehicle is leased or rented, Vehicle Liability Insurance will be required to include physical damage coverage.

All agreements must incorporate the **"PROP"** Indemnification and Hold Harmless agreement.

Questions should be directed to Risk Management at (305) 292-4542.

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

General Insurance Requirements for Organizations/Individuals Leasing County-Owned Property

Prior to the Organization or Individual taking possession of the property owned by the County, or commencing its concessionaire operations, the Organization/Individual shall obtain, at his/her own expense, insurance as specified in the attached schedules, which are made part of this lease/rental agreement.

The Organization/Individual will not be permitted to occupy or use the property until satisfactory evidence of the required insurance has been furnished to the County as specified below.

The Organization/Individual shall maintain the required insurance throughout the entire term of this lease/rental agreement and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate termination of the lease/rental agreement and the return of all property owned by the County.

The Organiation/Individual will be held responsible for all deductibles and self insured retentions that may be contained in the Organization/Individual's Insurance policies.

The Organization/Individual shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance

  or

- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Organization/Individual's insurance shall not be construed as relieving the Organization/Individual from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, will be included as "Additional Insured" on all policies. They will also be named as "Loss Payee" with respect to Fire Legal Exposure.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

ALL RISK PROPERTY INSURANCE REQUIREMENTS FOR LEASES/RENTALS OF COUNTY-OWNED PROPERTY

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Prior to the Organization/Individual taking possession of the property governed by this lease/rental agreement, the Organization/Individual shall obtain All Risk Property Insurance (to include the perils of Flood and Wind) with limits no less than the Replacement Cost Value of the property leased or rented. Coverage shall be maintained throughout the life of the Lease/Rental Agreement and include, as a minimum, liability coverage for:

Fire	Lightning	Vandalism
Sprinkler Leakage	Sinkhole Collapse	Falling Objects
Windstorm	Smoke	Explosion
Civil Commotion	Aircraft and Vehicle Damage	Flood

The Monroe County Board of County Commissioners shall be named as Additional Insured and Loss Payee on all policies issued to satisfy the above requirements.

GENERAL LIABILITY INSURANCE REQUIREMENTS FOR LEASE/RENTAL OF PROPERTY OWNED BY THE COUNTY

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Prior to the Organization/Individual taking possession of the property governed by this lease/rental agreement, the Organization/Individual shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage
- Fire Legal Liability (with limits equal to the fair market value of the leased property.)

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$100,000 per Person
$300,000 per Occurrence
$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the termination of the Lease/Rental Agreement.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VEHICLE LIABILITY INSURANCE REQUIREMENTS FOR LEASES/RENTALS OF COUNTY-OWNED PROPERTY

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Prior to the Organization/Individual taking possession of the property governed by this lease/rental agreement, the Organization/Individual shall purchase Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the Lease/Rental Agreement and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles
- Physical Damage Protection (if the leased property is a County-owned vehicle)

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)
ACV for Physical Damage

If split limits are provided, the minimum limits acceptable shall be:

$ 100,000 per Person
$ 300,000 per Occurrence
$ 50,000 Property Damage
ACV for Physical Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements. In addition, if the lease/rental agreement involves County-owned vehicles, the Monroe County Board of County Commissioners shall be named as "Loss Payee" with respect to the physical damage protection.

ARCHITECTS ERRORS AND OMISSIONS LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Recognizing that the work governed by this contract involves the furnishing of architectural services, the Contractor shall purchase and maintain, throughout the life of the contract, Architects Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract. This insurance shall be maintained in force for a period of two years after the date of Substantial Completion of the Project.

The minimum limits of liability shall be:

$250,000 per Occurrence/$500,000 Aggregate

AEO1

ARCHITECTS ERRORS AND OMISSIONS LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Recognizing that the work governed by this contract involves the furnishing of architectural services, the Contractor shall purchase and maintain, throughout the life of the contract, Architects Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract. This insurance shall be maintained in force for a period of two years after the date of Substantial Completion of the Project.

The minimum limits of liability shall be:

$500,000 per Occurrence/$1,000,000 Aggregate

AEO2

ARCHITECTS ERRORS AND OMISSIONS LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND
_____

Recognizing that the work governed by this contract involves the furnishing of architectural services, the Contractor shall purchase and maintain, throughout the life of the contract, Architects Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract. This insurance shall be maintained in force for a period of two years after the date of Substantial Completion of the Project.

The minimum limits of liability shall be:

$1,000,000 per Occurrence/$3,000,000 Aggregate

AE03

ARCHITECTS ERRORS AND OMISSIONS LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Recognizing that the work governed by this contract involves the furnishing of architectural services, the Contractor shall purchase and maintain, throughout the life of the contract, Architects Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract. This insurance shall be maintained in force for a period of two years after the date of Substantial Completion of the Project.

The minimum limits of liability shall be:

$3,000,000 per Occurrence/$5,000,000 Aggregate

AEO4

AIRCRAFT LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the Vendor is engaged in providing commercial air transportation and delivery service to and from air facilities owned, operated, or maintained by the County, the Vendor shall purchase and maintain, throughout the life of the contract, Aircraft and Airport Liability Insurance which will respond to bodily injury and property damages resulting from any claim arising out of the air transportation services governed by this contract.

The covered operations section of the policy must specifically state that the Vendor is engaged in business of a commercial airline.

The Monroe County Board of County Commissioners must be named as Additional Insured.

The minimum limits of liability shall be $1 million per occurrence, for both types of coverages.

AIR1

AIRCRAFT LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves the providing of aerial services, normally classified as ultra-hazardous activities, the Contractor shall purchase and maintain, throughout the life of the contract, Aircraft Liability Insurance specifically stating that the policy will respond to crop dusting, banner towing, air shows, aerial inspection, or aerial photography, or any other activity specified in the contract.

The Monroe County Board of County Commissioners shall be named as Additional Insured.

The minimum limits of liability shall be $5 million per occurrence.

AIR2

AIRCRAFT LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Recognizing that the work governed by this contract involves the providing of aerial services, normally classified as ultra-hazardous activities, the Contractor shall purchase and maintain, throughout the life of the contract, Aircraft Liability Insurance specifically stating that the policy will respond to crop dusting, banner towing, air shows, aerial inspection, or aerial photography, or any other activity specified in the contract.

The Monroe County Board of County Commissioners shall be named as Additional Insured.

The minimum limits of liability shall be $50 million per occurrence.

AIR3

ALL RISK PROPERTY INSURANCE REQUIREMENTS FOR LEASES/RENTALS OF COUNTY-OWNED PROPERTY

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Prior to the commencement of work governed by this contract, the Contactor shall obtain All Risk Property Insurance (to include the perils of Flood and Wind) with limits no less than the Replacement Cost Value of the property leased or rented. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

Fire	Lightning	Vandalism
Sprinkler Leakage	Sinkhole Collapse	Falling Objects
Windstorm	Smoke	Explosion
Civil Commotion	Aircraft and Vehicle Damage	Flood

The Monroe County Board of County Commissioners shall be named as Additional Insured and Loss Payee on all policies issued to satisfy the above requirements.

ARP

ASBESTOS ABATEMENT LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Recognizing that the work governed by this contract involves the installation, removal, transporting, or disposal of asbestos material, the Contractor shall purchase and maintain Asbestos Abatement Liability Insurance with limits no less than those specified for the General Liability Insurance. The policy will contain a "Retroactive Date" of no later than the commencement of work and will have an extended reporting period of four (4) years.

ASB

BAILEE'S LEGAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Recognizing that the work governed by this contract involves County property being in the care, custody, and control of the Contractor, and that most liability policies exclude coverage for such items, the Contractor will be required to maintain Bailee's Liability Insurance in amounts no less than the replacement value of the property in the possession of the Contractor.

Maximum value of the County's property which is in the possession of the Contractor:

$ _____
Must be completed by the Department

BLL

BUILDER'S RISK INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

The Contractor shall be required to purchase and maintain, throughout the life of the contract, and until the project is accepted by the County, Builder's Risk Insurance on an All Risk of Loss form. Coverage shall include:

Theft	Aircraft
Windstorm	Vehicles
Hail	Smoke
Explosion	Fire
Riot	Collapse
Civil Commotion	Flood

The policy limits shall be no less than the amount of the finished project and coverage shall be provided on a completed value basis.

Property located on the construction premises, which is intended to become a permanent part of the building, shall be included as property covered.

The policy shall be endorsed permitting the County to occupy the building prior to completion without effecting the coverage.

The Monroe County Board of County Commissioners shall be named as Additional Insured and Loss Payee.

BR1

BUILDER'S RISK INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

The Contractor shall be required to purchase and maintain, throughout the life of the contract, and until the project is accepted by the County, Builder's Risk Insurance on an All Risk of Loss form. Coverage shall include:

Theft	Aircraft
Hail	Smoke
Explosion	Fire
Riot	Collapse
Civil Commotion	Flood
Vehicles	

The policy limits shall be no less than the amount of the finished project and coverage shall be provided on a completed value basis.

Property located on the construction premises, which is intended to become a permanent part of the building, shall be included as property covered.

The policy shall be endorsed permitting the County to occupy the building prior to completion without effecting the coverage.

The Monroe County Board of County Commissioners shall be named as Additional Insured and Loss Payee.

BR2

EMPLOYEE DISHONESTY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

The Contractor shall purchase and maintain, throughout the term of the contract, Employee Dishonesty Insurance which will pay for losses to County property or money caused by the fraudulent or dishonest acts of the Contractor's employees or its agents, whether acting alone or in collusion of others.

The minimum limits shall be:

$10,000 per Occurrence

ED1

EMPLOYEE DISHONESTY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

The Contractor shall purchase and maintain, throughout the term of the contract, Employee Dishonesty Insurance which will pay for losses to County property or money caused by the fraudulent or dishonest acts of the Contractor's employees or its agents, whether acting alone or in collusion of others.

The minimum limits shall be:

$100,000 per Occurrence

ED2

GARAGE LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves the servicing and/or repair of County-owned vehicles, the Contractor will be required to purchase and maintain a Garage Policy to include Garage Liability Insurance extending to vehicles, owned or leased by the County, left with the Contractor for servicing, repair, storage, or safekeeping. Coverage should include, as a minimum:

- Premises and Operations Liability
- Vehicle Liability
- Contractual Liability
- Products and Completed Operations Liability
- Garage Keepers' Legal Liability, to include:
  Comprehensive and Collision

The Garage Keepers' Legal Liability shall extend to all County-owned/leased vehicles in the care, custody, and control of the Contractor.

The Contractor's insurance shall be primary to any coverage maintained by the County.

The minimum limits acceptable shall be:

$300,000 Combined Single limit (CSL) for liability
$ 25,000 Garage Keepers' Legal Liability

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GK1

GARAGE LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves the servicing and/or repair of County-owned vehicles, the Contractor will be required to purchase and maintain a Garage Policy to include Garage Liability Insurance extending to vehicles, owned or leased by the County, left with the Contractor for servicing, repair, storage, or safekeeping. Coverage should include, as a minimum:

- Premises and Operations
- Vehicle Liability
- Contractual Liability
- Products and Completed Operations Liability
- Garage Keepers' Legal Liability, to include:
  Comprehensive and Collision

The Garage Keepers' Legal Liability shall extend to all County-owned/leased vehicles in the care, custody, or control of the Contractor.

The Contractor's insurance shall be primary to any coverage maintained by the County.

The minimum limits acceptable shall be:

$ 1,000,000 Combined Single Limit (CSL) for liability
$ 250,000 Garage keepers' Legal Liability

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GK2

GENERAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$100,000 per Person
$300,000 per Occurrence
$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL1

ENGINEERS ERRORS AND OMISSIONS LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves the furnishing of engineering services, the Contractor shall purchase and maintain, throughout the life of the contract, Engineers Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract. This insurance shall be maintained in force for a period of two years after the date of Substantial Completion of the Project.

The minimum limits of liability shall be:

$250,000 per Occurrence/$500,000 Aggregate

EO1

ENGINEERS ERRORS AND OMISSIONS LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND
_____

Recognizing that the work governed by this contract involves the furnishing of engineering services, the Contractor shall purchase and maintain, throughout the life of the contract, Engineers Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract. This insurance shall be maintained in force for a period of two years after the date of Substantial Completion of the Project.

The minimum limits of liability shall be:

$500,000 per Occurrence/$1,000,000 Aggregate

EO2

ENGINEERS ERRORS AND OMISSIONS LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Recognizing that the work governed by this contract involves the furnishing of engineering services, the Contractor shall purchase and maintain, throughout the life of the contract, Engineers Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract. This insurance shall be maintained in force for a period of two years after the date of Substantial Completion of the Project.

The minimum limits of liability shall be:

$1,000,000 per Occurrence/$3,000,000 Aggregate

EO3

ENGINEERS ERRORS AND OMISSIONS
LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND
_____

Recognizing that the work governed by this contract involves the furnishing of engineering services, the Contractor shall purchase and maintain, throughout the life of the contract, Engineers Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract. This insurance shall be maintained in force for a period of two years after the date of Substantial Completion of the Project.

The minimum limits of liability shall be:

$5,000,000 per Occurrence/$10,000,000 Aggregate

EO4

GENERAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$100,000 per Person
$300,000 per Occurrence
$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL1

INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND
_____

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$250,000 per Person
$500,000 per Occurrence
$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL2

GENERAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$ 500,000 per Person
$ 1,000,000 per Occurrence
$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL3

GENERAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$5,000,000 Combined Single Limit (CSL)

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL4

GENERAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$10,000,000 Combined Single Limit (CSL)

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL5

LIQUOR LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is no more restrictive than the Contractor's General Liability policy.

The Monroe County Board of County Commissioners will be included as Additional Insured if a separate Liquor Liability policy is provided.

GLLIQ

GENERAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves providing of guards and other security services on or off County property, the Contractor's General Liability Insurance policy must extend to, and be no less restrictive, than an acceptable Law Enforcement Liability policy specifically providing coverage for intentional acts, which coverage must include any violation of the constitutional right of any person for damages and attorney's fees under any one or more of the following civil rights statutes: 42 USCA 1981, 42 USCA 1982, 42 USCA 1983, 42 USCA 1985, 42 USCA 1986 and 42 USCA 1988.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GENERAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves either underground exposures, explosive activities, or the possibility of collapse of a structure, the Contractor's General Liability Policy shall include coverage for the XCU (explosion, collapse, and underground) exposures with limits of liability equal to those of the General Liability Insurance policy.

GLXCU

AIRPORT LIABILITY
AND
HANGARKEEPERS LEGAL LIABILITY
INSURANCE REQUIREMENT
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Recognizing that the work governed by this contract involves the repair, servicing, maintenance, fueling, or storage of aircraft, the Contractor will be required to purchase and maintain, throughout the life of the contract, Airport Liability and Hangarkeepers Legal Liability Insurance naming the Monroe County Board of County Commissioners as Additional Insured.

The minimum limits of liability shall be $300,000.

HKL1

AIRPORT LIABILITY
AND
HANGARKEEPERS LEGAL LIABILITY
INSURANCE REQUIREMENT
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Recognizing that the work governed by this contract involves the repair, servicing, maintenance, fueling, or storage of aircraft, the Contractor will be required to purchase and maintain, throughout the life of the contract, Airport Liability and Hangarkeepers Legal Liability Insurance naming the Monroe County Board of County Commissioners as Additional Insured.

The minimum limits of liability shall be $500,000.

HKL2

AIRPORT LIABILITY
AND
HANGARKEEPERS LEGAL LIABILITY
INSURANCE REQUIREMENT
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Recognizing that the work governed by this contract involves the repair, servicing, maintenance, fueling, or storage of aircraft, the Contractor will be required to purchase and maintain, throughout the life of the contract, Airport Liability and Hangarkeepers Legal Liability Insurance naming the Monroe County Board of County Commissioners as Additional Insured.

The minimum limits of liability shall be $1 million.

HKL3

AIRPORT LIABILITY
AND
HANGARKEEPERS LEGAL LIABILITY
INSURANCE REQUIREMENT
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Recognizing that the work governed by this contract involves the repair, servicing, maintenance, fueling, or storage of aircraft, the Contractor will be required to purchase and maintain, throughout the life of the contract, Airport Liability and Hangarkeepers Legal Liability Insurance naming the Monroe County Board of County Commissioners as Additional Insured.

The minimum limits of liability shall be $5 million.

HKL4

INSTALLATION FLOATER INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

The Contractor shall be required to purchase and maintain throughout the life of the contract, and until the project is accepted by the County, Installation Insurance providing coverage for machinery and equipment, governed by this contract, while being transported, installed and tested.

As a minimum, coverage shall include:

Fire	Lightning	Windstorm	Hail
Explosion	Collapse	Strikes	Riots
Civil Commotion	Vandalism	Malicious Mischief	Vehicles
Aircraft	Flood		

The policy limits shall be no less than the amount of the machinery or equipment being installed.

The Monroe County Board of County Commissioners shall be named as Additional Insured and Loss Payee as their interest may appear.

IF

MEDICAL PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves the providing of professional medical treatment, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to the rendering of, or failure to render medical professional services under this contract.

The minimum limits of liability shall be:

$300,000 per Occurrence/$750,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

MED1

MEDICAL PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves the providing of professional medical treatment, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to the rendering of, or failure to render medical professional services under this contract.

The minimum limits of liability shall be:

$500,000 per Occurrence/$1,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

MED2

MEDICAL PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves the providing of professional medical treatment, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to the rendering of, or failure to render medical professional services under this contract.

The minimum limits of liability shall be:

$1,000,000 per Occurrence/$3,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

MED3

MEDICAL PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves the providing of professional medical treatment, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to the rendering of, or failure to render medical professional services under this contract.

The minimum limits of liability shall be:

$5,000,000 per Occurrence/$10,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

MED4

INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Recognizing that the work governed by this contract involves County property being transported by the Contractor, and that most liability policies exclude coverage for such items, the Contractor will be required to maintain Motor Vehicle Cargo Insurance in amounts no less than the replacement value of the property in the possession of the Contractor.

Maximum Value of the County's property which is in the possession of the Contractor:

$_____
Must be completed by the Department

NOTE

If a "Free on Board" (FOB) bill of lading is utilized on incoming property, and if the County does not assume title until the property is delivered, the Contractor does not have to show evidence of Motor Vehicle Cargo Insurance.

MVC

POLLUTION LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves the storage, treatment, processing, or transporting of hazardous materials (as defined by the Federal Environmental Protection Agency), the Contractor shall purchase and maintain, throughout the life of the contract, Pollution Liability Insurance which will respond to bodily injury, property damage, and environmental damage caused by a pollution incident.

The minimum limits of liability shall be:

$500,000 per Occurrence/$1,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

POL1

POLLUTION LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves the storage, treatment, processing, or transporting of hazardous materials (as defined by the Federal Environmental Protection Agency), the Contractor shall purchase and maintain, throughout the life of the contract, Pollution Liability Insurance which will respond to bodily injury, property damage, and environmental damage caused by a pollution incident.

The minimum limits of liability shall be:

$1,000,000 per Occurrence/$2,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

POL2

POLLUTION LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves the storage, treatment, processing, or transporting of hazardous materials (as defined by the Federal Environmental Protection Agency), the Contractor shall purchase and maintain, throughout the life of the contract, Pollution Liability Insurance which will respond to bodily injury, property damage, and environmental damage caused by a pollution incident.

The minimum limits of liability shall be:

$5,000,000 per Occurrence/$10,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

POL3

POLLUTION LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves the storage, treatment, processing, or transporting of potentially polluting material, the Contractor shall purchase and maintain, throughout the life of the contract, Pollution Liability Insurance which will respond to bodily injury, property damage, and environmental damage caused by a discharge of wastes which are governed by this contract. The policy must specifically identify this contract and specify that coverage will extend to all losses, claiming pollution or environmental impairment, arising out of the services governed by this contract.

The minimum limits of liability shall be:

$1 Million per Occurrence

If coverage is provided on a claims made basis, an extended claims reporting period of one (1) year will be required.

The Monroe County Board of County Commissioners shall be named as an Additional Insured.

POL4

POLLUTION LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this agreement involves potentially polluting material, the Licensee shall purchase and maintain, throughout the life of the contract, Pollution Liability Insurance which will respond to bodily injury, property damage, and environmental damage caused by a discharge of wastes from a Sewer Force Main, owned by the Licensee, installed on a County right-of-way. The policy must specifically identify this agreement and specify that coverage will extend to all losses, claiming pollution or environmental impairment, arising out of the rights granted to the Licensee by this agreement.

The minimum limits of liability shall be:

$1 Million per Occurrence

If coverage is provided on a claims made basis, an extended claims reporting period of one (1) year will be required.

The Monroe County Board of County Commissioners shall be named as an Additional Insured.

POL5

PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS FOR

CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

$300,000 per Occurrence/$500,000 Aggregate

PRO1

PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS FOR

CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

$500,000 per Occurrence/$1,000,000 Aggregate

PRO2

PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS FOR

CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

$1,000,000 per Occurrence/$2,000,000 Aggregate

PRO3

POLLUTION LIABILITY INSURANCE REQUIREMENTS FOR

CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Recognizing that the work governed by this contract involves the maintenance and operation of fuel tanks, the Contractor shall purchase and maintain, throughout the life of the contract, Pollution Liability Insurance which will respond to bodily injury, property damage, and environmental damage caused by a pollution incident, consistent with Florida Statute 376.3072.

UST

VEHICLE LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$ 50,000 per Person
$100,000 per Occurrence
$ 25,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL1

VEHICLE LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$100,000 per Person
$300,000 per Occurrence
$ 50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL2

VEHICLE LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$ 500,000 per Person
$1,000,000 per Occurrence
$ 100,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL3

VEHICLE LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$5,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$1,000,000 per Person
$5,000,000 per Occurrence
$ 100,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL4

HAZARDOUS CARGO TRANSPORTERS LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Prior to the commencement of work governed by this contract, the Contractor shall purchase Pollution Liability Insurance which extends to the hauling of toxic and hazardous material by motorized vehicles. In compliance with the Motor Carrier Act, the policy should be endorsed with an MCS-90 Endorsement, demonstrating financial responsibility for spills and clean-up. Any pollution exclusion limiting coverage under this policy shall be removed.

The minimum limits acceptable shall be:

$300,000 per Occurrence

VLP1

HAZARDOUS CARGO TRANSPORTERS LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Prior to the commencement of work governed by this contract, the Contractor shall purchase Pollution Liability Insurance which extends to the hauling of toxic and hazardous material by motorized vehicles. In compliance with the Motor Carrier Act, the policy should be endorsed with an MCS-90 Endorsement, demonstrating financial responsibility for spills and clean-up. Any pollution exclusion limiting coverage under this policy shall be removed.

The minimum limits acceptable shall be:

$500,000 per Occurrence

VLP2

HAZARDOUS CARGO TRANSPORTERS LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Prior to the commencement of work governed by this contract, the Contractor shall purchase Pollution Liability Insurance which extends to the hauling of toxic and hazardous material by motorized vehicles. In compliance with the Motor Carrier Act, the policy should be endorsed with an MCS-90 Endorsement, demonstrating financial responsibility for spills and clean-up. Any pollution exclusion limiting coverage under this policy shall be removed.

The minimum limits acceptable shall be:

$1,000,000 per Occurrence

VLP3

WORKERS' COMPENSATION INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$100,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC1

WORKERS' COMPENSATION INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$500,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC2

WORKERS' COMPENSATION INSURANCE REQUIREMENTS FOR

CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$1,000,000 Bodily Injury by Accident
$1,000,000 Bodily Injury by Disease, policy limits
$1,000,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC3

WORKERS' COMPENSATION INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$5,000,000 Bodily Injury by Accident
$5,000,000 Bodily Injury by Disease, policy limits
$5,000,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC4

WORKERS' COMPENSATION INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract involves Maritime Operations, the Contractor's Workers' Compensation Insurance Policy shall include coverage for claims subject to the Federal Jones Act (46 U.S.C.A. subsection 688) with limits not less than those specified for Employer's Liability.

The Contractor shall be permitted to provide Jones Act Coverage through a separate Protection and Indemnity Policy, in so far as the coverage provided is no less restrictive than would have been provided by a Workers' Compensation policy.

WCJA

WORKERS' COMPENSATION INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Recognizing that the work governed by this contract exposes the Contractor's employees to work subject to the United States Longshoremen and Harbor Workers (USL&H) Act (33 USC sections 901-950), the Contractor's Workers' Compensation Insurance policy shall include USL&H coverage with limits not less than those specified for Employers' Liability.

WCUSLH

WATER CRAFT LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Prior to the commencement of work governed by this contract, the Contractor shall obtain Water Craft Liability Insurance with terms no less restrictive than those found in the standard "American Institute Hull Clauses" (June 2, 1977 edition). Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Injury (including death) to any Person
- Damage to Fixed or Movable Objects
- Costs Associated with the Removal of Wrecked Vessels
- Contractual Liability with Respect to this Contract

If the policy obtained states that coverage applies for the "Acts or Omissions of a Vessel", it shall be endorsed to provide coverage for the legal liability of the shipowner.

The minimum limits acceptable shall be:

$500,000 Combined Single Limit (CSL)

Coverage provided by a Protection and Indemnity Club (P&I) shall be subject to the approval of the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

WL1

WATER CRAFT LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Prior to the commencement of work governed by this contract, the Contractor shall obtain Water Craft Liability Insurance with terms no less restrictive than those found in the standard "American Institute Hull Clauses" (June 2, 1977 edition). Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Injury (including death) to any Person
- Damage to Fixed or Movable Objects
- Costs Associated with the Removal of Wrecked Vessels
- Contractual Liability with Respect to this Contract

If the policy obtained states that coverage applies for the "Acts or Omissions of a Vessel", it shall be endorsed to provide coverage for the legal liability of the shipowner.

The minimum limits acceptable shall be:

$1 Million Combined Single Limit (CSL)

Coverage provided by a Protection and Indemnity Club (P&I) shall be subject to the approval of the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

Indemnification and Hold Harmless
for
Construction Contractors and Subcontractors

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Contractor or its Subcontractor(s) in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars ($10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

Indemnification and Hold Harmless
for
Other Contractors and Subcontractors

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of The Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars ($10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

TCS

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

Indemnification and Hold Harmless
for
Public Welfare and Special Events

The Promoter or Provider of the Special Event (hereafter referred to as Promoter) covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the event sponsored by the Promoter.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

Indemnification and Hold Harmless
for
Inter-Governmental Agreements

The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 and 440, arising out of the activities governed by this agreement.

Each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions.

INTL

MONROE COUNTYMONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

Indemnification and Hold Harmless for Airport/Aircraft Activities

The Vendor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Vendor or any of its Contractors, occasioned by the negligence, errors, or other wrongful act or omission of the Vendor or its Contractor(s), their employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

Indemnification and Hold Harmless for Organizations/Individuals Leasing County-Owned Property

The Organization/Individual covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the Organization/Individual utilizing the property governed by this lease/rental agreement.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

PROP

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

WAIVER OF INSURANCE REQUIREMENTS

There will be times when it will be necessary, or in the best interest of the County, to deviate from the standard insurance requirements specified within this manual. Recognizing this potential, and acting on the advice of the County Attorney, the Board of County Commissioners has granted authorization to Risk Management to waive and modify various insurance provisions.

Specifically excluded from this authorization is the right to waive:

- **The County as being named as an Additional Insured** - If a letter from the Insurance Company (not the Agent) is presented, stating that they are unable or unwilling to name the County as an Additional Insured, Risk Management has not been granted the authority to waive this provision.

  and

- **The Indemnification and Hold Harmless provisions**

Waiving of insurance provisions could expose the County to economic loss. For this reason, every attempt should be made to obtain the standard insurance requirements. If a waiver or a modification is desired, a **Request for Waiver of Insurance Requirements** form should be completed and submitted for consideration with the proposal.

After consideration by Risk Management and if approved, the form will be returned, to the County Attorney who will submit the Waiver with the other contract documents for execution by the Clerk of the Courts.

Should Risk Management deny the Waiver Request, the other party may file an appeal with the County Administrator or the Board of County Commissioners, who retains the final decision making authority.

MONROE COUNTY, FLORIDA

Request For Waiver
of
Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: _____

Contract for: _____

Address of Contractor: _____

_____

Phone: _____

Scope of Work: _____

_____

_____

Reason for Waiver: _____

_____

Policies Waiver will apply to: _____

_____

Signature of Contractor: _____

Approved _____ Not Approved _____

Risk Management _____

Date _____

County Administrator appeal:

Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

Glossary

Workers' Compensation and Employers' Liability Insurance provides coverage for employees who suffer an on-the-job injury. Nearly all employers in the State of Florida are required, by statute, to purchase Workers' Compensation. Fines and penalties can be levied upon any firm that fails to comply with the law. **More important, the County can be held responsible for the benefits owed to an employee of a contractor or subcontractor if they fail to maintain Workers' Compensation insurance.** Since Monroe self-insures its workers' compensation exposure, the assumption of another firms claims could have serious economic impact on the County's budget.

Workers' Compensation Insurance pays for the medical expenses of employees that suffer a job related injury. In addition, the injured employee is entitled to a portion (usually 66%) of his pre-injury wage, subject to a maximum established by the State. Normally, the injury must prevent the employee from working for a period of fourteen days before he can collect any lost wages. A standard Workers' Compensation policy does not have a specific limit and indicates that all statutory benefits will be paid. With few exceptions, benefits are paid without regard to fault and the employer has limited defenses available which will permit a denial of a claim. In return for this right, the employee waives his right to sue his employer under tort (negligence). This is commonly referred to as the "Sole Remedy Provision".

Since the coverage under a Workers' Compensation policy is so broad, most job related injuries are covered under this policy. Occasionally, coverage may not respond to the claim or the employee is successful in circumventing the Sole Remedy Provision. To protect the employer for such cases, most Workers' Compensation policies contain a separate section entitled **"Employers' Liability"**. Unlike Compensation coverage, which has no specified limits, Employers' Liability coverage contains a per accident limit and a total policy limit. In addition, a separate limit for disease related claims often applies on a per employee basis.

General Liability Insurance is designed to protect a firm from third party claims for bodily injury and property damage which arise out of the operations of the Organization. Third parties may be members of the public, another Contractor, or the County itself. Limits are usually provided on a per occurrence (accident) basis with a separate annual limit for all occurrences.

There are two broad categories of General Liability Insurance. The first is offered on a **"Claims Made Basis"** and the second is offered on an **"Occurrence Basis"**. A Claims Made policy requires that the claim be reported to the insurer during the policy period while an Occurrence policy will respond to an accident that took place during the policy term regardless of when the actual claim was made.

Normally, the County prefers that all General Liability Insurance be provided on an Occurrence Basis. Risk Management should be consulted to assist in the establishment of verification procedures whenever a Contractor provides a Claims Made policy.

Another concern that deserves further discussion is **Contractual Liability**. Some General Liability policies exclude or limit coverage for liabilities assumed under contract. Unless Contractual Liability is provided, coverage for the County may not be available.

Additional Insured is a method of allowing the County to have direct access to the Contractor's insurer in the event they are included in a law suit arising out of the performance of the contract. The County will generally require that they be added as an Additional Insured on all policies except Workers' Compensation.

Vehicle Liability Insurance provides protection for vehicle related claims which are normally excluded from coverage under a General Liability policy. If automobiles will be used in conjunction with the project, Vehicle Liability Insurance will be required.

Limits can be provided in two ways. **Combined Single Limits (CSL)** furnish a single amount of coverage for claims regardless whether they are for bodily injury or property damage. **Split Limits** furnish separate amounts for bodily injury claims and property damage claims. The County prefers CSL.

Umbrella Insurance (Excess Liability Coverage), while not specifically included in the required coverages, is a type of insurance purchased by a firm in an effort to increase the limits of liability on their General and Vehicle Liability coverages. It often increases the Employers Liability limits as well. Frequently an Organization needs or desires higher limits than are traditionally available on primary insurance policies. Umbrella or Excess Liability Insurance fills this void.

Professional Liability provides liability coverage for claims arising out of the furnishing, or the failure to furnish professional services. Such claims are normally excluded from General Liability Insurance.

Miscellaneous Other Coverages contained within this Manual, and not addressed above, can be discussed with Risk Management and further explanations can be obtained if questions or problems arise.

Risk Management is a process designed to reduce losses and minimize the adverse effects of losses that do occur. Risk Management can be viewed in two dimensions: a decision process and a management process.

Risk Management viewed as a decision process includes:

- ✓ The identification of exposure to loss;
- ✓ Evaluating the potential impact of a loss;
- ✓ Reviewing alternative techniques for handling the loss;
- ✓ Selecting the most appropriate technique; and
- ✓ Monitoring the results and making adjustments where needed.

Risk Management viewed as a management process entails four basic functions:

- ✓ Planning what must be done to protect the County against the adverse effects of accidental losses;
- ✓ Organizing personnel and other resources to carry out the results of the planning;
- ✓ Motivate personnel throughout the County to accomplish its goals; and
- ✓ Monitor the results of the program, making adjustments where needed.