

# City of Miami Beach

Risk Management Division

## Understanding the Acord Certificate for Procurement Purchase of Goods & Services (\$15,000-\$100,000) & Construction Projects (\$15,000-\$300,000)

DATE (MM/DD/YYYY)  
09/03/2019

**Date the certificate was issued. Must be dated within 90 days of the current date.**

**ACORD** CERTIFICATE OF LIABILITY INSURANCE

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

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

<p><b>PRODUCER</b> Hays Companies Inc. 80 South 8th Street Suite #700 Minneapolis</p> <p><b>INSURED</b> Brown &amp; Bigelow 345 Plato BLVD  Saint Paul</p>	<p><b>CONTACT NAME:</b> Timothy Ziamer or Kelsey Ratcliffe</p> <p><b>PHONE (A/C, No, Ext):</b> (612) 333-3323      <b>FAX (A/C, No):</b> (612) 373-7270</p> <p><b>E-MAIL ADDRESS:</b> kratcliffe@hayscompanies.com</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER B: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Insurance Corporation	42404	INSURER B: Liberty Mutual Fire Insurance Company	23035	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**This block identifies the agent/broker who issued certificate.**

**This block identifies the legal name & address of the vendor.**

**Insurance Broker's contact information.**

**This block identifies the carriers for each insurance type. It identifies which insurer provides which coverage. The NAIC # is a unique identifier for each insurance carrier and is required.**

COVERAGES		CERTIFICATE NUMBER: 19-20		REVISION NUMBER:	
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		09/01/2019	09/01/2020
A					
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS2291466295059		
B					
	<input checked="" type="checkbox"/> UMBRELLA / EXCESS / AB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED:      RETENTION \$		TH7291466295019		
A					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	W
A					

**This section shows the type of coverages provided through the agent/broker identified above.**

**Policy Number must be provided for each line of coverage.**

**These 2 columns show effective & expiration dates of the policies. Pay attention that coverage does not expire before or during your project.**

**The LIMITS column identifies limits per occurrence and aggregate for each type of coverage afforded (how much coverage in dollars each policy provides).**

LIMITS	DESCRIPTION
\$ 1,000,000	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)
\$ 10,000	MED EXP (Any one person)
\$ 1,000,000	PERSONAL & ADV INJURY
\$ 2,000,000	GENERAL AGGREGATE
\$ 2,000,000	PRODUCTS - COMP/OP AGG
\$	
\$ 1,000,000	COMBINED SINGLE LIMIT (Ea accident)
\$	RY (Per persn)
\$	RY (Per accidnt)
\$	DAMAGE
\$	
\$ 10,000,000	PRENCE
\$	
\$	

**City of Miami Beach requires that we be granted a waiver of subrogation endorsement for worker compensation. Please ensure the vendor provides this endorsement. (Example of endorsement on Pg. 7)**

**We require that the City of Miami Beach be listed as an additional insured with respect to General Liability. This should be noted in the "Description of Operations" & ADDL INSD column. Please ensure the vendor provides this endorsement. (Example of endorsement on Pg. 5 & 6.)**

**DESCRIPTION OF OPERATIONS is a catch-all space for operations, locations, dates of the goods/services, contract # and period, and any other special provisions.**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Miami Beach is additional insured as respects general liability policy where required by written contract, subject to the policy terms and conditions.

<p><b>CERTIFICATE HOLDER</b> City of Miami Beach 1700 Convention Center Drive Miami Beach, FL 33139</p>	<p><b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>[Signature]</i></p>
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**Certificate holder is the City of Miami Beach. Please be sure to use the City Hall address above.**

**The authorized representative of the insurer should be an employee, unless the agent or broker is specifically authorized to sign on behalf of the company. Must have signature of authorized representative.**

**ALL GOODS & SERVICES VALUED UNDER \$15,000 AND ALL SOFTWARE LICENSING IS COVERED UNDER INDEMNITY LANGUAGE WHICH IS PRINTED ON BACK OF PURCHASE ORDERS.**

## **Definitions & Additional Notes**

Please note, these definitions are provided solely to inform you of what the coverage is, and it does not reflect the terms, conditions, limitations or exclusions of any of the policies:

### **General Liability**

*A standard insurance policy issued to business organizations to protect them against liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations; and advertising and personal injury liability.*

### **Auto Liability**

*Insurance that protects the insured against financial loss because of legal liability for automobile-related injuries to others or damage to their property by an auto.*

### **Workers' Compensation Liability**

*The system by which no-fault workers' statutory benefits prescribed in state law are provided by an employer to an employee (or the employee's family) due to a job-related injury (including death) resulting from an accident or occupational disease.*

### **Umbrella Liability**

*Umbrella insurance provides an extra layer of liability protection by covering costs that go beyond your other liability coverage limits. In other words, commercial umbrella insurance complements your other liability coverages by taking over when your other liability coverage limits have been reached.*

### **Effective Dates & Expiration Dates**

*As said above, the effective (start) and expiration (end) dates are key pieces of information. These tell us the period the policy is in effect. Each department should ensure the policy is in effect throughout the duration of the project. If the policy is set to expire during the project, it is the managing department's responsibility to obtain a new certificate from the vendor with an effective date that is the same as the expiration date of the old certificate. This ensures that there is no lapse in coverage.*

<b>Procurement Purchase of Goods &amp; Services (\$15,000 to \$100,000)</b>	
<b>Coverage Required</b>	<b>Limits &amp; Requirements</b>
Commercial General Liability	<b>Limits no less than \$300,000 per occurrence.</b> The general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. <b>City of Miami Beach must be endorsed as an additional insured.</b>
Auto Liability	Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount <b>no less than \$100,000 combined single limit per occurrence</b> , for bodily injury and property damage.  *If the vendor does not have the auto insurance required, they must provide a letter on the vendor's letterhead stating why they are exempt.
Workers Compensation Liability	Worker's Compensation Insurance as required by Florida, with Statutory limits and Employer's Liability Insurance with limits of <b>no less than \$500,000 per accident</b> for bodily injury or disease. <b>City of Miami Beach must be provided a waiver of subrogation.</b>  *If the vendor is exempt, they must provide a Certificate of Election to be Exempt or a letter on the vendor's letterhead stating why they are exempt.

Note: All vendors that perform any onsite services such as maintenance of vehicles, equipment and/or city facilities are required to have Workers' Compensation coverage.

**For any questions or clarifications, please contact Risk Management, at Ext. 26723**

<b>Construction Projects (\$15,000 to \$300,000)</b>	
<b>Coverage Required</b>	<b>Limits &amp; Requirements</b>
Commercial General Liability	<b>Limits no less than \$500,000 per occurrence.</b> The general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. <b>City of Miami Beach must be endorsed as an additional insured.</b>
Auto Liability	Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount <b>no less than \$500,000 combined single limit per occurrence</b> , for bodily injury and property damage.  *If the vendor does not have the auto insurance required, they must provide a letter on the vendor's letterhead stating why they are exempt.
Workers Compensation Liability	Worker's Compensation Insurance as required by Florida, with Statutory limits and Employer's Liability Insurance with limits of <b>no less than \$500,000 per accident</b> for bodily injury or disease. <b>City of Miami Beach must be provided a waiver of subrogation.</b>  *If the vendor is exempt, they must provide a Certificate of Election to be Exempt or a letter on the vendor's letterhead stating why they are exempt.
Installation Floater	Installation Floater Insurance against damage or destruction of the materials or equipment in transit to, or stored on or off the Project Site, which is to be used (installed into a building or structure) in the Project. (City of Miami Beach shall Named as a Loss Payee on this policy, as its interest may appear. This policy shall remain in force until acceptance of the project by the City.)  <ul style="list-style-type: none"> <li>➤ Depending on the work, the installation floater is required. If unsure, please contact Risk Management for clarification.</li> <li>➤ If the project includes new construction of a building, please contact Risk Management for alternate insurance requirements.</li> </ul>

Note: All vendors that perform any onsite services such as maintenance of vehicles, equipment and/or city facilities are required to have Workers' Compensation coverage.

**For any questions or clarifications, please contact Risk Management, at Ext. 26723.**

## Example of Additional Insured Endorsement

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 09 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM A)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Additional Insured):

	Premium Basis	Rates	Advance Premium
Bodily Injury and Property Damage Liability	Cost	(Per \$1000 of cost)	\$
		Total Advance Premium	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization (called "additional insured") shown in the Schedule but only with respect to liability arising out of:
  - A. Your ongoing operations performed for the additional insured(s) at the location designated above; or
  - B. Acts or omissions of the additional insured(s) in connection with their general supervision of such operations.
2. With respect to the insurance afforded these additional insureds, the following additional provisions apply:
  - A. Exclusions b, c, g, h(1), j, k, l, and n under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) do not apply.
  - B. Additional Exclusions. This insurance does not apply to:
    - (1) "Bodily injury" or "property damage" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured(s) would have in the absence of the contract or agreement.
    - (2) "Bodily injury" or "property damage" occurring after:
      - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
      - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
    - (3) "Bodily injury" or "property damage" arising out of any act or omission of the additional insured(s) or any of their "employees", other than the general supervision by the additional insured(s) of your ongoing operations performed for the additional insured(s).
    - (4) "Property damage" to:
      - (a) Property owned, used or occupied by or rented to the additional insured(s);

(b) Property in the care, custody, or control of the additional insured(s) or over which the additional insured(s) are for any purpose exercising physical control; or

(c) Any work, including materials, parts or equipment furnished in connection with such work, which is performed for the additional insured(s) by you.

SAMPLE

## Example of Waiver of Subrogation

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

### **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.