

INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of CONTRACTOR, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said CONTRACTOR to perform fully, in any respect, all obligations under this contract.

B. CONTRACTOR agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate Products-Completed	\$3,000,000
Operations Aggregate	\$3,000,000
Personal and Advertising Injury Each Occurrence:	\$1,500,000
Combined Bodily Injury and Property Damage	\$1,500,000

b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles Limits
\$1,500,000

c. Workers' Compensation and Employer's Liability: Statutory
Limits

If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

d. Employer's Liability Limits

Bodily injury by:

Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required aggregate insurance amounts.

The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

CONTRACTOR shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with COUNTY to the attention of _____(Name and mailing address of County employee/Department responsible for the contract management). The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

C. CONTRACTOR also agrees that any contract let by CONTRACTOR for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for ; (2) require the Contractor to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

	<u>Limits</u>
1. Bodily Injury by Accident, each accident	\$500,000
2. Bodily Injury by Disease, policy limit	\$500,000
3. Bodily Injury by Disease, each employee	\$500,000

Note: all states endorsement is required if Contractor is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000

Personal and Advertising Injury Limit \$1,500,000

Coverages above shall also include:

Premises - Operations

Contractual Liability (including oral and written contracts)

Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:
Combined Bodily Injury and Property Damage:
Each Occurrence Limit \$1,500,000

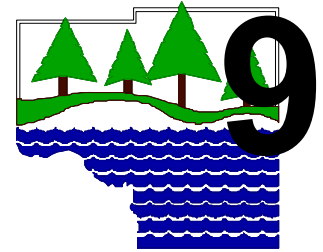
The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of CONTRACTOR'S Subcontractor(s) to purchase additional insurance that may be necessary for the project.

- D. **CONTRACTOR further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**
- E. In addition to any other rights contained herein the County reserves the right to terminate, suspend or rescind this contract if the Contractor is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County upon written request.

Board Approval Dates: 12/19/2000; 04/27/2010

ITASCA COUNTY

REQUEST FOR BOARD ACTION



Date: 04/21/2010

RBA No.:

Requested Board Date: 04/27/2010

Flexibility:

Item:

Insurance limits for Contractors

Originating Department:

Risk Management

Presenter: Lynn Hart

Estimated Time:

Board Action Requested:

Approve requirement of \$1,500,000 per occurrence and \$3,000,000 aggregate for commercial general and/or professional liability, and automobile liability insurance for all future contracts with Itasca County. Approve Worker's Compensation - Statutory Limits and Employer's Liability Insurance - \$500,000 Each Accident, \$500,000 Disease-Policy Limit, \$500,000 Disease-Each Employee for all future contracts with Itasca County. Any reduction to these insurance limits must be approved by the county board as per the purchasing policy.

Background:

The tort cap limits increased to \$500,000 per claimant or \$1,500,000 per occurrence on July 1, 2009. Previous board action has approved using the tort cap limits as a minimum amount of insurance for contractors. MCIT published their updated contractor insurance recommendations in October 2009 which included the \$1,500,000 per occurrence, and \$3,000,000 aggregate. MCIT also increased the recommendation for the Employer's Liability Insurance to \$500,000 each accident, \$500,000 Disease - Policy Limit, and \$500,000 Disease - Each Employee. The attached Indemnification and Insurance language will be used for all future contracts.

Alternate Action:

Administrative/Public Works Division Recommendation:

<input checked="" type="checkbox"/>	Consent Agenda	4/20/2010 Administrative Division Mtg
<input type="checkbox"/>	Regular Agenda	Item #19
<input type="checkbox"/>	Refer to	
<input type="checkbox"/>	Table until	
<input type="checkbox"/>	Other	

Supporting Documents:

Attached

None

Signature/Date: 04/21/2010

Lynn Hart

Distribution/Date: 04/21/2010 via email

Irene Koski, Lynn Hart, Jack Muhar, Jeff Walker

Recommended for Consent Agenda:

Yes No

Clerk of Board Comments:

Signature/Date:

Board Action:

Approved as Requested: 4/27/2010

Denied: _____

Tabled: _____

Other: _____

Distribution / Filing Instructions: 4/30/2010

HR
Lynn Hart, Garrett Ous