

## Standard Insurance Provision

### INSURANCE

- A. With respect to the services provided pursuant to this Agreement, CONTRACTOR shall at all times during the term of this Agreement and beyond such term when so required have and keep in force the following minimum insurance coverages or CONTRACTOR's actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

	<u>Limits</u>
(1) Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	\$2,000,000
Each Occurrence - Combined Bodily Injury and Property Damage	1,500,000
(2) Workers' Compensation and Employer's Liability:	
Workers' Compensation	Statutory
If CONTRACTOR is based outside the state of Minnesota, coverage must comply with Minnesota law. In accordance with Minnesota law, if CONTRACTOR is a sole proprietor, it is exempted from the above Workers' Compensation requirements. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance.	
Employer's Liability. Bodily injury by:	
Accident - Each Accident	500,000
Disease - Policy Limit	500,000
Disease - Each Employee	500,000

- B. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CONTRACTOR shall promptly submit copies of insurance policies to COUNTY.

CONTRACTOR shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder, and as an additional insured for the commercial general liability coverage required herein. A self-insured retention (SIR) applicable to the commercial liability coverage is not acceptable, unless expressly agreed to in writing by COUNTY. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies. If CONTRACTOR receives notice of cancellation/termination from an insurer, CONTRACTOR shall fax or email a copy of the notice to COUNTY within two business days.

CONTRACTOR shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CONTRACTOR fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

CONTRACTOR waives all rights against COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CONTRACTOR.