

**EXHIBIT
PROFESSIONAL SERVICES (with auto)
INSURANCE REQUIREMENTS**

All Vendors (hereinafter referred to as the “Contractor”) will procure and maintain for the duration of this Agreement/Contract (hereinafter referred to as the “Contract”), insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work herein by the contractor, its agents, representatives, employees or subcontractors. **ANOKA COUNTY CONTRACT NUMBER:** .

- 1.1 **Commercial General Liability.** Contractors will maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined limit of not less than \$1,500,000 each occurrence.
- 1.1.1 CGL Insurance will be written on ISO occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
- 1.1.2 **Anoka County**, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insured under the CGL, using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute providing equivalent coverage, and under the commercial umbrella, if any with respect to liability arising out of the contractor’s work and services performed for the County. This coverage shall be primary to the Additional Insured.
- 1.1.3 The County’s insurance will be excess of the contractor’s insurance and will not contribute to it. The contractor’s coverage will contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.
- 1.1.4 Waiver of Subrogation. Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.1.
- 1.2 **Professional Liability (errors & omissions) and Umbrella Liability Insurance.** Contractor will maintain Professional Liability (errors & omissions) insurance appropriate for the profession that they are engaged in, with a limit not less than \$1,500,000 per loss. Coverage under such a policy may not be subject to a deductible, not to exceed \$25,000 per occurrence.

Contractor must agree to:

- 1.2.1 Not make or accept any changes to such a policy maintain all claims-made form policy for at least two years following the completion of work.
 - 1.2.2 All sub-consultants to the Contractor providing professional services under this contract will also provide evidence of professional liability insurance to Anoka County at the limits specified in paragraph 1.2.
- 1.3 **Automobile Liability and Umbrella Liability Insurance.** Contractor will maintain automobile liability and, if necessary, commercial umbrella insurance with a limit of not less than \$1,500,000 each accident.
 - 1.3.1 Automobile insurance will cover liability arising out of any auto (including owned, hired and non-owned autos). If the Contractor does not own any vehicles, Anoka County will accept hired and non-owned autos with a letter from the Contractor stating that it does not own any autos.
 - 1.3.2 Coverage as required in paragraph in 1.3 above will be written on ISO form CA 00 01, or substitute form providing equivalent liability coverage. If necessary, the policy will be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later edition of CA 00 01.
 - 1.3.3 **Waiver of Subrogation.** Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.3.
- 1.4 **Workers' Compensation Insurance.** Contractor will maintain Workers' Compensation Insurance as required by the State of Minnesota and Employers Liability Insurance with a limits not less than \$100,000 Bodily Injury By Accident for each accident, not less than \$100,000 Bodily Injury By Disease each employee and not less than \$500,000 Bodily Injury By Disease policy limit.
 - 1.4.1 If Contractor is not required by Statute to carry Workers' Compensation insurance, Contractor must provide a letter on their letterhead which includes:
 - 1.4.1.1 Provide evidence why the contractor is not required to obtain Workers' Compensation Insurance.
 - 1.4.1.2 A statement in writing which agrees to provide notice to Anoka County of any change in Contractor's exception status under the Minnesota State Statutes 176.041; and
 - 1.4.1.3 A statement which agrees to hold Anoka County harmless and indemnify the County from and against any and all claims and losses brought by Contractor or any subcontractor or other persons claiming injury or illness resulting from performance of work this contract.
 - 1.4.2 **Waiver of Subrogation.** Lessee waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Lessee pursuant to

Paragraph 1.4 of this Exhibit. Lessee will obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

1.5 Other Insurance Provisions

- 1.5.1 Prior to the start of this Contract, Contractor will furnish Anoka County with a completed copy of Anoka County's certificate of insurance form, which is attached as part of this Exhibit, or as a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
- 1.5.2 Cancellation and Material Change Endorsement shall be included on all insurance policies required by the County. Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to the County at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.
- 1.5.3 **GOVERNMENT IMMUNITIES ENDORSEMENT (This GOVERNMENT IMMUNITIES ENDORSEMENT shall be included on all insurance policies in favor of Anoka County.)**
 - 1.5.3.1 Non-waiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and including the Jurisdiction as an Additional Insured does not waive any of the defenses of governmental immunity available to the County.
 - 1.5.3.2 Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity.
 - 1.5.3.3 Assertion of Government Immunity. The County shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the County.
 - 1.5.3.4 Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the County.
 - 1.5.3.5 No Other Change in Policy. The insurance carrier and the Jurisdiction agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.
- 1.5.4 **No Representation of Coverage Adequacy.** By requiring insurance herein, Anoka County does not represent that coverage and limits will necessarily be

adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Anoka County in this Contract.

- 1.5.5 Failure of Anoka County to demand such certification or other evidence of full compliance with these insurance requirements or failure of Anoka County to identify deficiency from evidence that is provided will not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.5.6 Failure to maintain the required insurance may result in termination of this Contract at Anoka County option.
- 1.5.7 Contractor will provide certified copies of all insurance policies required herein within 10 days if requested in writing by Anoka County.
- 1.5.8 Cross-Liability coverage. If Contractor's liability does not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 1.5.9 Any policy written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy proceeds the effective dates of this contract; and that continuous coverage will be maintained or extended discovery period of 2 years beginning from the time that work under the contract is completed.
- 1.5.10 Acceptability of Insurer(s). Anoka County reserves the right to reject any insurance carriers that are rated less than: A.M. Best rating of A: IV.