



Dakota County Risk Management
Dakota County Administration Center • 1590 Highway 55 • Hastings MN 55033
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Dakota County Insurance Requirement Types

General liability coverage Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Dakota County must be listed as additional insured.

Minimum Limits of Liability: \$2,000,000 - Per Occurrence
\$2,000,000 - Annual Aggregate

Automobile Liability Coverage Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Dakota County must be listed as additional insured.

Minimum Limits of Liability: \$2,000,000 - Combined Single Limit

Professional Liability Coverage (errors and omissions) Contractor is required to maintain insurance providing coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Minimum Limits of Liability: \$2,000,000 - Per Claim
\$2,000,000 - Annual Aggregate

Workers' Compensation Coverage Contractor and subcontractors, if any, must provide Workers' Compensation insurance for all employees, in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability.

Minimum Limits of Liability: \$100,000 Bodily Injury by Disease per Employee
\$500,000 Bodily Injury by Disease Aggregate
\$100,000 Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees, Contractor must request and complete the [Contractor's Exemption for Workers Compensation form](#).

Network Security & Privacy Liability coverage Contractor is required to maintain an insurance providing coverage for a compromise arising from the loss, theft, accidental release or publication of private data or personally sensitive information (e.g., health information, Social Security numbers or account numbers) that could be used to commit fraud, other illegal activity against the individual, or data that the County is required to keep confidential pursuant to law.

Minimum Limits of Liability: \$2,000,000 - Per Claim
\$4,000,000 - Annual Aggregate

Other types of insurance coverage. In addition to the insurance coverages listed above, other types of insurance coverages that may be required include:

- Excess Liability or Umbrella policies (amount determined by contract)
- Fidelity Bond (amount determined by contract term and contract amount)
- Pollution
- Railroad protective – involving work in the railroad right-of-way.
- Sexual abuse endorsement – contracts servicing with youth or vulnerable adults when professional liability coverage is not provided.

INSURANCE TERMS

Contractor agrees to provide and always maintain during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation.

Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to defend, hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage, providing coverage on an "occurrence" basis. Policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be an acceptable equivalent policy form. Claims-made coverage is acceptable.

A total combined general liability policy limit of at least \$2,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Such policy(ies) shall name Dakota County, its officers, employees, and agents as Additional Insureds thereunder.

3. Professional Liability

Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$2,000,000 per occurrence and aggregate. Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage").

4. Automobile Liability.

Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$2,000,000 per accident.

Such policy shall include Dakota County, its officers, employees, and agents as Additional Insureds thereunder.

5. Network Security and Privacy Liability.

Network security and privacy liability insurance, including first-party costs, for any breach that compromises data obtained while providing services under this Agreement. This insurance should cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. The required limit shall not be less than \$2,000,000 per occurrence with a \$4,000,000 aggregate limit. Claims-made coverage is acceptable. Such insurance shall name Dakota County, its officials, employees, volunteers, and agents as additional insureds. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy if the policy if not renewed.

6. Evidence of Insurance.

Contractor shall promptly provide Dakota County with a Certificate of Insurance prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions.

7. Insurer: Policies.

All policies of insurance shall be issued by financially responsible insurers licensed to do business in the State of Minnesota by a n insurer with a current A.M. Best Company rating of at least A:VII.

8. Release and Waiver.

Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss, or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms here of, or by anyone for whom such party may be responsible.

Contractor agrees to affect such revision of any property insurance and Workers Compensation policy as may be necessary to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so, requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent insurance policy(ies).