

Hennepin County Green Partners grantee insurance requirements

Below are Hennepin County's insurance requirements for most Green Partners grantee organizations. Some projects may require more insurance than what is listed below; Hennepin County will contact you if this is the case. If your policy does not meet these requirements, contact the Green Partners program manager for more information.

To receive a grant, a **Certificate of Insurance must be submitted** prior to receiving the grant award. **In addition, if your organization does not own automobiles**, you must send a written/email confirmation to the Hennepin County grant manager.

Be sure the following information is included on the Certificate of Insurance:

- The certificate is **dated within the last 30 days**.
- The insurance policies have **not expired**.
- If you reported employees on the Substitute W9:
 - Indicate that you have **Workers Compensation** insurance.
 - List the coverage **amounts for Employer Liability** insurance.
- Adequate **automobile coverage** – talk to your agent to be sure. If employees drive any vehicles to conduct their work, you likely need some coverage.
- In the Description box: List **Hennepin County as an additional insured** for all liability including automobile coverage.
- In the Certificate Holder box: List **Hennepin County**, 701 Fourth Avenue South, Suite 700, Minneapolis, MN, 55415

9. INSURANCE

- A. With respect to the services provided pursuant to this Agreement, CONTRACTOR shall, at its sole expense, procure and maintain insurance of the types, and in the form and amounts described below from insurer(s) authorized to transact business in the state where services or operations will be performed by CONTRACTOR. Such insurance and required coverage shall be in forms acceptable to COUNTY. The insurance requirements described below shall be maintained uninterrupted for the duration of this Agreement and beyond such term when so required, and shall cover CONTRACTOR, and others for whom and/or to whom CONTRACTOR may be liable, for liabilities in connection with work performed for or on behalf of COUNTY, its agents, representatives, employees or contractors. CONTRACTOR is required to 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 (CGL) on an occurrence basis with contractual liability coverage (this coverage shall be written on the most current ISO (Insurance Services Office, Inc.) CGL form or its equivalent provided XCU (explosion, collapse and underground) is not excluded):	
General Aggregate	\$1,000,000
Products - Completed Operations Aggregate	1,000,000
Personal and Advertising Injury	1,000,000
Each Occurrence - Combined Bodily Injury and Property Damage	1,000,000
(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. If CONTRACTOR is a sole proprietor, it is exempted from the above Workers' Compensation requirements to the extent provided by Minnesota law. 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	100,000
Disease - Policy Limit	500,000
Disease - Each Employee	100,000
(3) Automobile Liability	1,000,000
CONTRACTOR shall maintain automobile liability and, if necessary, commercial umbrella insurance. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of CONTRACTOR.	

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

Coverage shall not include any exclusion or other limitations related to:

- (1) Scope of services;
- (2) Delays in project completion and cost overruns;
- (3) Persons or entities authorized to notify the carrier of a claim or potential claim; or
- (4) Mold, fungus, asbestos, pollutants or other hazardous substances.

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 and the automobile liability coverages required herein. A self-insured retention (SIR) is not acceptable, unless expressly agreed to in writing by COUNTY. The funding of deductibles and self-insured retentions maintained by CONTRACTOR, if allowed by COUNTY, shall be the sole responsibility of CONTRACTOR. 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's required insurance shall be primary insurance and any insurance or self-insurance maintained by COUNTY shall be in excess of and non-contributory with CONTRACTOR'S insurance. 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. If necessary, CONTRACTOR agrees to endorse the required insurance policies to permit waivers of subrogation in favor of COUNTY.