

Ramsey County Public Works
Insurance and Indemnification Requirements

Insurance

1. The Permittee shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in Minnesota, such insurance as set forth below as will protect the Permittee from any and all judgments, suits, actions and/or claims including attorney fees which may arise out of or result from any and all work contemplated by this Agreement by the Permittee or by a contractor of the Permittee or a sub subcontractor, or by anyone directly or indirectly employed by any of them, or anyone working on their premises with their permission or by anyone for whose acts any of them may be liable. At a minimum the Permittee is required to carry insurance of the kinds and amounts hereinafter specified.
2. Permittee shall secure the following coverages, and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the County. If Permittee is self-funded for such coverages, documentation evidencing such coverage should be submitted to and approved by the County Attorney's Office prior to work commencing under this permit.

2.1 Commercial General Liability Insurance

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$2,000,000 products/completed operations aggregate limit
\$1,000,000 personal injury and advertising liability
\$ 100,000 fire, legal

2.1.1. Coverage must be written on an occurrence basis using ISO form GC 00 01 07 98 or its equivalent unless otherwise approved by the County.

2.1.2. Ramsey County, their officials and employees shall be listed as additional insured on a primary basis with respect to operations of the permit using ISO form CG 20 12 11 85 or its equivalent.

2.2 Automobile Insurance

2.2.1. Coverage shall be provided for hired, non-owned and owned vehicles.

2.2.2. Minimum limits of: \$1,000,000 combined single limit.

2.3 Workers' Compensation and Employers' Liability

2.3.1. Workers' Compensation as required by State Statute.

2.3.2. Employers' Liability shall be:
\$500,000/\$500,000/\$500,000

3. All Certificates of Insurance shall provide that the insurance company gives the County thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.
4. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of Permittee to purchase and maintain additional insurance that may be necessary in connection with this permit.
5. The Permittee shall not commence work until the Permittee has obtained the required insurance and filed an acceptable Certificate of Insurance with the County Attorney's Office. Copies of insurance policies shall be submitted to the County upon request.
6. Nothing in this contract shall constitute a waiver by the County of any statutory limits or exceptions on liability.
7. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

Indemnification

Permittee shall indemnify, hold harmless and defend the County, their officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the County, their officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Permittee, Independent Contractor, its agents, including Subcontractors and Sub-subcontractors, or employees, the work contemplated by this right of way utilization.