

## **INSURANCE REQUIREMENTS AND CERTIFICATE OF INSURANCE POLICY**

### **Policy**

It is the policy of Black Hawk County to require certificates of insurance from vendors, contractors, tenants, and other parties (hereinafter “outside parties”) with whom the county has entered into agreements. A certificate of insurance is an official means of ensuring that the outside party is in compliance with the terms of the agreement, and Black hawk County’s interests are protected. It also provides information about the insurance companies used, so the County will know where to file claims if needed.

### **Scope**

This policy applies to all County Departments that engage an outside party to provide goods and services to the County, or to perform any work on behalf of the County.

### **Purpose**

Whenever the County hires outside parties or lets an outside party use Black Hawk County’s facilities, something can go wrong and someone may get hurt. Requiring certificates of insurance will help protect Black hawk County from liability by using the outside party’s insurance of coverage.

### **Procedures/Requirements**

All Requests for Proposals (RFPs), contracts, and agreements must contain proper notification to outside parties, even if prepared on behalf of Black Hawk County by an outside entity.

Certificates must be received by Black Hawk County prior to commencement of said agreement. All RFP’s contracts, and agreements must be reviewed and approved by the Board of Supervisor’s office prior to being made public or being placed on the Board of Supervisor’s agenda for approval.

***Note:*** *Parties to 28E agreements requiring separate insurance policies are responsible for taking proper steps to protect themselves. For outside parties who are self-funded or utilize alternative risk financing vehicles, approval of program must be granted prior to commencement of service.*

Certificates of insurance must be signed by an insurance agent or company representative and must outline the types and limits of insurance carried by an outside party whom the County has entered into an agreement. In addition, the certificates should contain the following:

- Name on the insurance agent or broker
- Identity of the “Named Insured” that purchased the policy
- Insurer providing the coverage
- Types and amount of coverage
- Effective dates of the policy

Black Hawk County should be listed as an additional insured, which means that Black Hawk County's interests are protected under the insurance policies purchased by the outside party, in respect to any goods or services provided to the County by the outside party. It allows the County to "bypass" its own insurance and use the insurance provided by the outside party. It would also grant Black Hawk County rights to coverage for losses arising from the goods or services provided to the county.

In addition, if an outside party's coverage is cancelled for any reason Black Hawk County must be notified immediately, and the agreement could be terminated. If the agreement is terminated, a new agreement may be concluded only upon proof of new and adequate coverage.

Black Hawk County reserves the right to purchase the required insurance coverage and assess the cost directly to the outside party.

It is essential that Black Hawk County **ALWAYS** be listed as an additional insured on all general and auto liability policies purchased by the outside parties.

Once a certificate is received, a copy should be kept by the involved department and a copy sent to the Board of Supervisors' Office for review. Properly completed certificates will then be placed on the Board of Supervisors' agenda to be received and placed on file.

***Please note:*** A certificate of insurance may not be enough protection for contracts/agreements that have significant risks or last for extended periods, such as those for construction, transportation services, snow removal, or a children's camp. Questions regarding compliance with Black Hawk County's Policies and Procedures on contracts requiring proof of insurance, liability risks, and other issues, should be directed to the Board of Supervisor's Office for clarification.

### **MINIMUM INSURANCE REQUIREMENTS**

The following section shall be incorporated into specifications for any bid solicited by Black Hawk County and into any contract or agreement entered into by Black Hawk County.

- A. At all times during the contract/agreement the outside party will carry and maintain, at the outside party's expense, the following insurance:
  - 1. Commercial General Liability Insurance Policy, including but not limited to, insurance for premises construction operations (when applicable), contractual liability, completed operations with respect to liability arising out of the ownership, use, occupancy, or maintenance of the premises and all areas appurtenant, thereto, to afford protection with respect to bodily injury, personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit/Two Million Dollars (\$2,000,000) general aggregate.

2. Umbrella Liability Policy – The County requires liability limits of \$XXX,XXX as determined through collaboration with the County Attorney and the Risk Assessment Manager.
  3. Automobile Liability Insurance Policy with limits for each occurrence of not less than One Million Dollars (\$1,000,000) Combined Single Limit with respect to bodily injury, property damage or death.
  4. Workers Compensation Insurance Policy or similar insurance in form and amounts required by law.
- B. Should the bid require professional service elements (e.g. architectural, engineering, technology, software, health care, legal or professional system designs), the outside party may be required to carry professional errors and omissions coverage with a limit for each claim of not less than One Million Dollars (\$1,000,000).
- C. Coverage must be maintained by a financially stable carrier with a minimum AM Best rating of A-. It will be the outside party's responsibility to provide proof of its carrier's rating.
- D. The outside party shall agree to the following:
1. Black Hawk County will be named as an additional insured, on a primary and non-contributory basis, with respect to all general and automobile insurance policies and each such carrier will provide a waiver or subrogation in favor of Black Hawk County.
  2. Should the project require electronic communications, storage, records, or record-keeping (including, but not limited to, email, web-based interface usage, electronically stored records or designs, or other electronic or online communications), Black Hawk County will require a Cyber Liability Insurance Policy with limits not less than One Million Dollars (\$1,000,000) per occurrence and Black Hawk County will be listed as additional insured.
  3. Should the project require removal, cleanup, installation, or other disturbance of hazardous substances, Black Hawk County will require an Environmental/Pollution Insurance Policy with limits not less than One Million Dollars (\$1,000,000) per occurrence and Black Hawk County will be listed as additional insured.
  4. Certificate of insurance will be submitted to the Board of Supervisors' Office prior to commencement of the contract/agreement and shall include the thirty-day notice of cancellation provision. If the outside party fails to perform any of its obligations under the County's Insurance and Policy

Requirements, Black Hawk County reserves the right to either purchase the required insurance coverage and assess the cost directly to the outside party, or to declare the outside party's bid invalid.

5. Hold Harmless Agreement – The outside party shall indemnify and hold harmless Black Hawk County, its agents, and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense:
  - a. is attributable to bodily injury, sickness, disease or death, or to the damage to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and
  - b. is caused in whole or in part by any negligent act or omission of the outside party or its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

For questions regarding Certificates of Insurance, contact the Board of Supervisors' Office at 319-833-3072.