

Insurance Clause To Be Used For All County Contracts

The Vendor shall indemnify and save harmless Sarpy County, Nebraska, its officers, employees and agents from all losses, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents and subcontractors; and also from claims of damage in fulfilling this Contract.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

Insurance Requirements

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

The following insurance coverages shall be kept in force during the life of the Agreement and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

Worker's Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employer's Liability.

- State Statutory
- Employer's Liability \$500,000 each accident

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. The coverages shall contain a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000.

- Each Occurrence \$1,000,000
- General Aggregate \$2,000,000
- Products/Complete Operations \$2,000,000

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

- Bodily Injury and Property Damage - \$1,000,000 Combined Single Limit

Builder's Risk Insurance (For Building Contract Only)

The County's Builder's Risk coverage is an "Owner's Interest Only" form. It covers the interest of the County and property the County owns. The policy does not cover the interest of any independent contractor involved in any construction project.

During the term of the Contract all responsibility for maintenance of property insurance on the work remains solely with the contractor who shall as a minimum requirement obtain a "All Risk" Builder's Risk insurance policy or an installation floater which includes off-site and transit coverage, in addition to "damage to property of other" coverage with sufficient limits to cover the value of the material, equipment, and/or machinery involved under this Contract.

Certificate of Insurance

The Vendor shall furnish the County with a certificate of insurance evidencing the coverage required in this section. Such certificates shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days written notice in the event of cancellation, or material change in, any of the coverages. If the certificate is shown to expire prior to completion of all the terms of this Agreement, the Vendor shall furnish a certificate of insurance evidencing renewal of its coverage to the County.

The Vendor shall require each and every Subcontractor performing work under this Agreement to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate of insurance evidencing the Subcontractor's insurance coverages required in this Section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in the section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at anytime during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County of any deviations from the minimum requirements presented in this section.