

	<b>INSURANCE AND BOND REQUIREMENTS</b>	<b>Approval Date</b> 10/31/12
	<b>DIVISION AND POLICY NUMBER</b> <b>PURCHASING - 1079</b>	<b>Revision Date</b>

**PURPOSE:**

To outline the general insurance and bonding requirements of Adams County related to contractor’s, including Joint Ventures.

**ELECTED OFFICIALS/DEPARTMENTS AFFECTED: All**

**POLICY:**

1. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
  - 1.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
    - 1.1.1. Each Occurrence \$1,000,000
    - 1.1.2. General Aggregate \$2,000,000
  - 1.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
    - 1.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
    - 1.2.2. Personal Injury Protection Per Colorado Statutes
  - 1.3. Workers' Compensation Insurance: Per Colorado Statutes
  - 1.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
    - 1.4.1. Each Occurrence \$1,000,000
    - 1.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
  - 1.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
    - 1.5.1. Underwriters shall have no right of recovery or subrogation against Adams County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

- 1.5.2. The insurance companies issuing the Policy or Policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
- 1.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 1.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of Adams County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 1.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to Adams County.
- 1.8. At any time during the term of this Agreement, Adams County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 1.9. The Contractor shall not commence work under this contract until they have submitted to Adams County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 1.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 1.11. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 1.12. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 1.13. The insurance companies issuing the Policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
- 1.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 1.15. If any of the said policies shall be or at any time become unsatisfactory to Adams County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to Adams County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of Adams County, may be immediately declared suspended, discontinued or terminated. Failure of the

Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

2. **JOINT VENTURE (JV):** If the Contractor is a JV, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of the Agreement. The parties thereto also have joint and several liabilities to Adams County for any liquidated damages assessed or for performance bond claims against the JV. The performance bond and all insurance required by the Agreement shall set forth the identity of each party to the JV.
3. **BONDING:** For Construction Contracts the Contractor shall secure a Bid Bond for all projects in excess of \$50,000 and a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the Agreement price with a corporate surety approved by Adams County and licensed to do business in the State of Colorado, said bonds to be released at the sole direction of Adams County.

**PROCEDURE:**

There are no specific procedures related to this Policy.

**EXCEPTIONS:**

All deviations must be approved by Adams County Risk Manager.