

COUNTY OF KENT INSURANCE REQUIREMENTS

Before commencing any work, all contractors, vendors, and service providers (hereinafter, the “vendor”) shall procure and maintain, at their own cost and expense for the duration of their contract with the County, appropriate insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work, goods, and/or services.

Proof of compliance with these insurance requirements consisting of certificates of insurance evidencing all required coverages and endorsements shall be delivered to the County at or before the execution of the purchase order and/or contract.

In the event such proof of insurance is not delivered as required, or such insurance is canceled or expires and no replacement coverage is provided, the County has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under the contract and to pay the premium. Any premium the County so pays shall be charged to and promptly paid by the contractor, vendor, or service provider or deducted from sums due the vendor at the County’s option.

Any insurance proceeds available to the County above the required limits and coverage and which is applicable to a given loss will be available to the County. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded under the Agreement or any amendments thereto.

Required Insurance Coverage

The vendor shall obtain and maintain at its sole cost and expense, until completion of performance and acceptance by the County, the following insurance placed with an insurer licensed and admitted to write insurance in Michigan or an authorized non-admitted insurer having a rating of or equivalent to A- or better by A.M. Best Company and acceptable to the County. All deductibles and self-insured retention are the vendor’s sole responsibility. It shall be the vendor’s responsibility to ensure that all subcontractors comply with the same insurance requirements that it is required to meet.

Commercial General Liability – Occurrence form, with limits of liability not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage shall include bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual liability, independent contractors’ coverage, products/completed operations, explosion, collapse, and underground hazard, if applicable, and a per project aggregate. Limits may be satisfied using a combination of primary and excess/umbrella liability policies. The “County of Kent, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof” shall be named as additional insureds under all such primary and excess commercial general liability insurance (providing additional insured coverage equivalent to ISO form CG 20 10 and CG 20 37), including any primary, excess, or umbrella general liability insurance maintained by the vendor in excess of these minimum required limits. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess. Confirmation of such additional insured coverage in the form of endorsements or other policy documents providing such coverage must be provided to the County.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using a combination of primary and excess/umbrella liability policies. The “County of Kent, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof” shall be named as additional insureds under all primary and excess automobile liability insurance, including any applicable primary, excess, or umbrella liability insurance maintained by the vendor in excess of these minimum required limits. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess. Confirmation of such additional insured coverage in the form of endorsements or other policy documents providing such coverage must be provided to the County.

Workers’ Compensation and Employer’s Liability – Statutory coverage or proof acceptable to the County of approval as a self-insurer by the State of Michigan.

Professional Liability (Errors and Omissions) – In an amount not less than \$1,000,000 per occurrence and aggregate shall be required when professional services are provided covering acts, errors, or omissions of a professional nature committed or alleged to have been committed by the vendor or any of its subcontractors. The amount may also increase depending on the scope of services that will be provided (i.e., accounting, actuarial, architectural, auditing, brokerage, computer programming, consulting, counseling, engineering, environmental, landscape architectural, legal, medical, surveying, real estate, soils engineering, or other professional services). Coverage shall be effective upon the Agreement date and shall remain effective for three (3) years after the final payment date thereunder. The “County of Kent, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof” shall be named as additional insureds under all primary and excess automobile liability insurance, including any applicable primary, excess, or umbrella liability insurance maintained by the vendor in excess of these minimum required limits. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess. Confirmation of such additional insured coverage in the form of endorsements or other policy documents providing such coverage must be provided to the County.

Depending on the subject matter of the transaction, the County reserves the right to require higher limits and/or additional insurance coverage to the coverages contained herein including, but not limited to: Environmental/Pollution Liability, Cyber Liability, Technology Errors & Omissions Insurance, Employers’ Liability, Fiduciary Liability, Garage Liability, Garage Keepers Legal Liability, Liquor Liability, Aviation/UAV Insurance.

Related Requirements and Terms

1. The vendor will provide, or cause its insurer(s) to provide, at least thirty (30) days prior written notice to the County of any cancellation or reduction of coverage. Failure to provide such notice, or cancellation, material restriction, nonrenewal, or lapse of any required policies shall be grounds for immediate termination of the Agreement by the County. If any required coverages expire during the contract’s term, the vendor shall deliver renewal certificates, endorsements, and/or policies to the County at least ten (10) days before the expiration date.
2. The vendor must provide Certificate(s) of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:
County of Kent
300 Monroe Avenue
Grand Rapids, MI 49503
3. Full copies of all required insurance policies shall be provided to the County upon request.

Additional Insurance Requirements

The County may require insurance in addition to the requirements above for contracts involving the construction, alteration, or repair of a public building, public work, or improvement of the County including but not limited to Builder’s Risk Property Insurance and Owners’ and Contractors’ Protective Liability Insurance.

Bonds - In every contract exceeding \$50,000.00 (Fifty-Thousand Dollars) for the construction, alteration, or repair of any public building, public work, or improvement of the County, the proposed vendor shall furnish at its own cost to the County a performance bond and a payment bond which shall become binding upon the award of the contract to the vendor. Such bonds shall be issued by a surety admitted in the State of Michigan and must be acceptable to the County. The penal sum of the bonds shall each be one hundred percent (100%) of the original contract price. MCL §129.201 *et seq.*

Waiver or Modification of Insurance Requirements

Any waiver or modification of the insurance requirements can only be made by the County's Risk Manager or designee at the County's discretion. Note: if the vendor is a sole proprietor with no employees and cannot meet the above insurance requirements, please contact Kent County Purchasing Division to see if any waivers or modifications will be permitted.