

# COUNTY OF LUCAS

## INSURANCE REQUIREMENTS FOR PROFESSIONAL CONTRACTS

1. General (excluding Professional Liability) The Consultant shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Consultant's operations under the contract, whether such operation be by the Consultant or by any subConsultant(s) or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable including but not limited to claims for indemnification-see Article V.

11. Insurance Limits-the minimum limits of insurance required under this contract shall not be less than:

### A. Worker's Compensation-Statutory

1. (Elective) Employers' Liability including Ohio Stop Gap-\$100,000 each accident, \$100,000 disease-policy limit, \$100,000 disease-each employee.

2. The Consultant waives any common law or statutory subrogation rights it may have against the County of Lucas, its officials, agents, servants or employees arising out of any workers' compensation law.

B. Commercial General Liability-\$1,000,000. Bodily injury and property damage combined per occurrence and aggregate.

1. The County of Lucas, its officials, officers and employees shall be named as an additional insured-form ISO "CG20 26" or other similar endorsement acceptable to the County.

2. The Consultant's insurance coverage shall be primary insurance as respects to the County. Any insurance or self insurance maintained by the County shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any selfinsured retention or deductible insurance plans shall be the sole responsibility (without contribution or set off from the County) of the Consultant.

C. Comprehensive Automobile Liability\$500,000.  
Bodily injury and property damage combined per occurrence (no aggregate).

### III. PROFESSIONAL LIABILITY INSURANCE

A. The Consultant and any subConsultant(s) employed by it shall be responsible to obtain and maintain their own Professional Liability Insurance in which they shall be the named insured.

B. INSURANCE LIMITS-\$2,000,000 each claim and aggregate.

### IV. Certificate of Insurance

A. A Certificate of Insurance shall be filed with the County of Lucas acceptable to the County.

B. A copy of the Consultant's current Certificate of Premium Payment issued by the State of Ohio, the Industrial Commission and Bureau of Worker's Compensation, shall be provided the County.

C. The Consultant shall be responsible to maintain all required insurance and to see that the county receives renewal certificates a minimum of ten (10) days in advance of any policy expiration date.

### V. INDEMNITY

### A. PROFESSIONAL LIABILITY

I. Relative to any and all claims, losses, damages, liability and costs, the Consultant agrees to indemnify and save the County of Lucas, its officials and employees (herein after "County") harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Consultant or its employees.

### B. NON-PROFESSIONAL LIABILITY (General)

I. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the County of Lucas, its officers, officials and employees (herein after "County"), or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the acts or omissions of the Consultant, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by the acts or omissions of the Consultant, any subConsultant(s) of the Consultant, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may deem liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph B1. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by Ohio Revised Code Section 2305.31.

2. It is expressly understood and agreed that these indemnification obligations are enforceable to the full extent permitted by Ohio Revised Code Section 1305.31. In any and all claims against the County by any employee of the Consultant, any subConsultant(s) of the Consultant, agent, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Consultant hereby expressly waives the immunity provided to Consultant by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code Section 4123.74 and 4123.741, all regarding workers' compensation immunity, so that this indemnification obligation may be enforced by the County of Lucas against Consultant in those instances.

C. If the Consultant subcontracts any part of its contract with the County, the Consultant shall require its subConsultant(s) to indemnify the County of Lucas in accord with Article V.

VI. Consultant Responsible- the Consultant expressly understands that the insurance requirements as outlined above are minimum requirements to be met under the contract and does not in any manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant and/or its subcontractor(s).