



**REQUEST FOR PROPOSAL**  
**Physical Condition Assessment**

**Proposals due by:**

**Friday, October 7, 2011 1:00 PM**

**Anoka County Government Center, Purchasing Dept.  
2100 3<sup>RD</sup> AVENUE, ANOKA, MN 55303**

**ANOKA  
COUNTY**

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# REQUEST FOR PROPOSALS

## PHYSICAL CONDITION ASSESSMENT

### **PART 1.0 INTRODUCTION**

#### 1.1 STATEMENT OF PURPOSE

The purpose of this Proposal is to enter into an agreement for Professional Services for a Physical Condition Assessment of the Anoka County Government Center’s Main Campus in Anoka, MN. Proposer must submit detailed plans stating how they intend to perform the services required and identify a potential schedule (including milestones, estimated timetable, and reports to be provided).

#### 1.2. BACKGROUND

The Anoka County Government Center Complex consists of three Courthouses, East, Center, and West, a Government Services Center and an Adult Correctional Facility (Jail). The original county courthouse building, now considered part of the Center Courthouse, was constructed around 1954-1955. The first and second floors of the Center Courthouse were constructed in 1960 and the third floor was added in 1972. The East Courthouse was constructed around 1966. The West Courthouse was constructed in 1976. The third and fourth floors were added in 1978. The Jail (5-story building) was constructed in 1982 and the Government Center (7-story building) was constructed in 1992. Over the years, there have been many renovations of building systems throughout the complex.

The estimated square feet of space for each of the buildings is as follows: East Courthouse – 32,000 square feet, Center Courthouse – 64,000 square feet, West Courthouse – 72,000 square feet, Jail – 100,000 square feet, and Government Center – 268,000 square feet.

#### 1.3 SCOPE OF SERVICES

Responses to this Request for Proposal (hereafter “RFP”) will be used by Anoka County with available solutions for the following objectives:

- Anoka County will enter into an agreement with a qualified Architectural/Engineering firm to develop a building condition assessment for the Government Center Complex in downtown Anoka.
- Site evaluation by two or more registered professionals keeping a consistent project team from start to finish.
- Selected firm will be required to present findings to various groups during the evaluation process.

- The facility study will be critical to the long and short term planning for possible facility improvements and upgrades. The study should address existing conditions and replacement schedules to include code compliance.
- Spreadsheets to describe existing conditions, potential repairs, ranking of repair priority, a suggested timeframe for action, and a budget estimate for the potential repairs to include, but not limited to the following areas:
  - Electrical Distribution Systems
  - Mechanical Systems
  - Plumbing and Water Distribution Systems
  - Building Automation System to Include Controls
  - Kitchens, Cafeterias, Serving Areas
  - Deferred Maintenance including flooring, painting, doors and hardware, and roofing
  - Site and building signage
  - Facades/Exterior wall systems; walls/windows
  - Insulation

It is the intention of the County to enter into a contract with the selected proposer who will complete the scope of work in accordance with terms and conditions as hereinafter provided.

#### 1.4 IMPLEMENTATION DEADLINE

The County would like the selected proposer to begin the evaluation and assessment in October 2011. The County would like to have a completed physical condition assessment report by December 1, 2011 to present to the Anoka County Board.

### **PART 2.0 INSTRUCTIONS FOR PROPOSERS**

Vendor's proposal must be prepared in strict compliance with the "Proposal Format" below. Failure to comply with all provisions of this RFP may result in disqualification of the submitted proposal.

#### 2.1 Proposal Deadline

Proposals must be received by 1:00 p.m. CST, Friday, October 7, 2011, Suite 300, 2100 3<sup>rd</sup> Avenue, Anoka, MN 55303. All proposers must submit three (3) complete proposals and one electronic version. One proposal must be marked "original." Any proposal received after the time stipulated will be rejected. All proposals must be addressed to:

**"Physical Condition Assessment"**  
**Anoka County Purchasing Dept**  
**2100 3rd Avenue, Suite 300**  
**Anoka, MN 55303**

2.2 Proposals will not be opened publicly at the closing of the RFP. All data contained in the proposals will be disclosed as required, in accordance with the requirements of Minn. Stat.

§ 13.591. Trade secret data that a proposer wishes to protect during and after the evaluation process must meet the definition and classification in Minn. Stat. § 13.37. Proposers must invoke the protections of this section prior to or upon submission of the data, and identify the data and state the reasons why protection is sought.

2.3 Any questions concerning the RFP must be submitted in writing by 1:00 PM, Friday, September 23, 2011 to:

Anoka County Finance Division, Purchasing  
Attn: Michelle Peterson,  
Contract Specialist  
2100 Third Avenue, Suite 300, Anoka, MN 55303-2265  
FAX (763) 422-7505  
[E-mail: michelle.peterson@co.anoka.mn.us](mailto:michelle.peterson@co.anoka.mn.us)

A written response will be made available to all proposers via email no later than Wednesday, September 28, 2011 at 1:00 PM.

2.4 Procurement Timetables

The following projected timetable should be used as a working guide for planning purposes. Anoka County reserves the right to adjust this timetable as required during the course of the RFP process.

Issue RFP – September 16, 2011  
Questions due – Friday, September 23, 2011 by 1:00 PM  
Responses provided by – Wednesday, September 28, 2011 at 1:00 PM  
Proposals received by – Friday, October 7, 2011 at 1:00 PM  
Interviews as needed on – Wednesday, October 12, 2011  
Recommendation to Finance & Capital Improvements Committee – October 18, 2011  
Recommendation to County Board – October 25, 2011

2.5 Disclaimer

Anoka County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. Anoka County reserves the right to waive minor irregularities in proposals, if such action is in the best interest of Anoka County. Any such waiver shall not modify any remaining RFP requirements or excuse the proposer from full compliance with the RFP specifications and other contract requirements if the proposer is awarded the contract.

2.6 Proposals and Presentation Costs

Anoka County will not be liable in any way for any costs incurred by proposers in the preparation of their proposals in response to this RFP nor for the presentation of their proposals and/or participation in any discussions or negotiations prior to the award of the contract.

## 2.7 Proposals

### 2.7.1 Rejection of proposals

Anoka County reserves the right to accept or reject in part or in whole, any or all proposals submitted. Anoka County shall reject the proposal of any vendor who is determined to be non-responsive. The unreasonable failure of a proposer to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

### 2.7.2 Acceptance of Proposals

All proposals properly submitted shall be accepted by Anoka County. However, Anoka County reserves the right to request clarifications or corrections to proposals. Requests for clarifications or corrections by Anoka County shall be in writing. Said requests for clarifications or corrections shall not alter the Vendor's price contained in the cost proposal.

## 2.8 Proposal Format

Proposers must submit proposals that are complete, thorough and accurate. Brochures and other similar material may be attached to the proposal.

## 2.9 General Instructions

2.9.1 Proposal Term: All Proposals must be valid for 90 days from the proposal submission date.

2.9.2 Late Submissions: Proposals received after the specified date and time for proposal submission will not be accepted.

2.9.3 Letter of Transmittal; The Letter of Transmittal should be a formal letter from the proposer prepared in standard business format. It should be brief, signed by a person who is authorized to commit the proposer organization to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP.

2.9.4 Executive Summary: The Executive Summary of the Proposal shall be limited to three (3) single-spaced typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the proposer's ability to meet the requirements of the RFP.

## 2.10 Proposal Format

2.10.1 Outline of Proposal: The Proposers must submit a narrative response to Part 4.0 of this RFP, "Specifications and Requirements." Responses shall be prefaced with the summary title and corresponding section number.

- 2.10.2 Proposers must submit a Narrative response or acknowledged agreement to Part 5 of this RFP, "General Terms and Conditions." Responses shall be prefaced with the summary title and corresponding section number.
- 2.10.3 Appendices - the content is left to the Proposer's discretion, but should be limited to materials that will be helpful in describing the services proposed.
- 2.10.4 Qualifications of Proposer - Shall contain pertinent information relative to the firm's background, expertise and qualifications to accomplish all tasks set forth in this RFP.
- 2.10.5 Compliance with RFP - This section should demonstrate the proposer's understanding of the County's needs and how closely the submitted plan for services complies with the requirements of the RFP.
- 2.10.6 This section should discuss the proposer's experience. Three client references similar in size and scope of this project, including firm, name of contact person, position, address and telephone number, and a current client list should be provided.

#### 2.11 Exceptions to Format

It is intended that this RFP describe the requirements and proposal format in sufficient detail to secure comparable proposals, recognizing that various proposers approaches may vary widely. Proposals, which materially differ from the described format, may be rejected. All information requested must be submitted, or alternatively, a statement giving the rationale of the proposer for not submitting requested information must be provided. Anoka County may, if it deems it to be in its best interest, consider such statements in determining the responsiveness of the proposal.

#### 2.12 Implied Requirements

Products and services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the proposer, must be included in the proposal. The proposer must include detailed information, including products, services, costs, and how it will affect the implementation in time, quality of service etc.

### **PART 3.0 EVALUATION OF PROPOSALS AND AWARD**

Award shall be made to the responsible and responsive proposer whose proposal is determined to be the most advantageous to Anoka County taking into consideration of the (not necessarily in the order of importance or limited to): knowledge and experience, implementation requirements, corporate resources and local operating plan, cost, and references.

### 3.1 Process Overview

Proposals will be examined to eliminate those, which are clearly non-responsive to stated requirements. Proposers should exercise particular care in reviewing the Proposal Format portion of this RFP. The detailed evaluation may result in one or more finalists. At this point, presentations may be requested of the proposers and negotiation will be carried out to finalize the award of the project.

### 3.2 Proposal Evaluation Factors

A panel representing Anoka County Purchasing Department, and Facilities Management and Construction will evaluate proposals. Any response that takes exception to any mandatory items in this Proposal Process may be rejected and not considered. Proposals will be evaluated using the factors detailed below (not necessarily in any order of importance or limited to):

- a. A clearly demonstrated understanding of the work to be performed
- b. A complete and reasonable plan to accomplish the tasks
- c. Experience and qualifications of key personnel
- d. The firm's record of experience on similar projects, including past performance with public entities
- e. Proposal organization, clarity, conciseness and thoroughness
- f. References
- g. Financial Considerations
- h. Ability of the firm to provide all services requested

### 3.3 Contract Development

Anoka County reserves the right to negotiate further with one or more responsible and responsive proposers. The content of the RFP and the successful proposer's proposal(s) will become an integral part of the contract, but may be modified by the provisions of the final negotiated contract. By submission of proposals pursuant to this RFP, Proposer's acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.

Further, all proposers, by submitting proposals, agree that they have read, are familiar with all the terms and conditions of the different documents making up the Contract Documents, and will abide by the terms and conditions thereof.

Anoka County has the right to use, as Anoka County determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP, the proposal and the contract.

The successful proposal shall be incorporated into the resulting contract and shall be a matter of public record subject to the provisions of Minnesota law.

Anoka County shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right.

#### **4.0 SPECIFICATIONS AND REQUIREMENTS**

##### **4.1 Project Overview –**

- Total audit of the Government Center Complex facilities with a comprehensive listing of existing conditions and replacement schedules to include code compliance, looking for a funding profile for the next five to ten years for maintenance and repair and a projected replacement date for building elements and equipment. This project will encompass all aspects of the facilities from the roof to the boiler room.
- Anoka County requires the condition assessment to contain:
  - Summaries by discipline
  - Spreadsheet summarizing construction repairs and replacement items
  - Spreadsheet summarizing maintenance repairs and replacement items
  - Photographs depicting a sampling of Construction and Maintenance conditions in the facilities
  - Spreadsheets to describe physical conditions, potential repairs, ranking of repair priority, a suggested time frame for action, and a budget estimate for the potential repair.
- Anoka County has used Energy Services Group over these past ten years for many mechanical and electrical upgrades. ESG will supply all their information to the firm that is awarded the contract.

##### **Base Proposal Requirements –**

In submitting your proposal, you should include at a minimum:

- A company profile
- Identify the Assessment Team, including the names, company employed, qualifications, similar experience in the past five years, and the persons strengths or specialized experience. The team should consist of Architect, Mechanical Engineer, Electrical Engineer, Civil Engineer, Structural Engineer, Construction Cost Estimator

- A list of sub-contractors and their role
- A list of consultants and their role
- References, a minimum of three, including name, address, contact, phone number, the time-line for the project and a summary of the project your firm completed. Your references must be other than Anoka County
- New or innovative building systems, products or materials recommended in past studies
- Ideas and initiatives you have utilized in past studies, to minimize or reduce future maintenance and operational costs
- How your firm would gather information from stakeholders during the needs assessment
- Certificate of Liability Insurance
- Proposals must be signed by an authorized representative of your firm
- Price Proposal, hourly rates of all staff involved and all other costs including overhead, copying, travel, etc.

All proposals shall be bound and contained in a single volume. Proposals should be prepared to provide a straightforward, concise description of your firm's capabilities to satisfy the requirements of the RFP. You must also submit one electronic version of your proposal on a CD.

#### 4.2 FACILITY SECURITY

To maintain security, the County reserves the right to observe Contractor's operations and inspect their work-site at any and all times. The proposer agrees to abide by any and all of Anoka County's rules and regulations, procedures and general orders.

The Contractor's supervisors shall report any unusual occurrences immediately to the Anoka County Facilities Management and Construction Department designee.

#### 4.3 SUBCONTRACTOR MANAGEMENT

The vendor shall identify all subcontractors to be utilized in the performance of this contract, including the type/amount of work/services they will be providing. If Subcontractors are used, Anoka County will consider the proposing vendor to be the Prime Contractor and to be solely responsible in all contractual matters, including payment of any and all charges resulting from such sub-Contractor arrangements.

The Prime Contractor will be fully responsible for the acts, errors, and omissions of the Sub-Contractor. The successful respondent shall cause appropriate provision of its proposal to be inserted in all subcontracts ensuing to assure fulfillment of all contractual provisions by subcontractors.

The contractor shall be responsible for the management of all subcontracted personnel. The contractor shall provide the County with its policies and procedures for subcontractor management including the following:

- Contractor's level of experience with the subcontractor(s)
- Quality control measures
- Replacement policies

## **PART 5.0 TERMS AND CONDITIONS**

### **5.1 Contract for Services**

The Contract resulting from this RFP shall be subject to the terms and conditions as provided in the attached sample Contract for Services, Exhibit A. Please acknowledge agreement with these terms and conditions in your proposal.

### **5.2 Insurance Requirements of Contractor**

The Vendor agrees to obtain and to maintain insurance as required in the attached document (Insurance Requirements) Exhibit B. Certificate of Insurance.

Anoka County Contract No. \_\_\_\_\_

**SPECIMEN  
AGREEMENT FOR PROFESSIONAL SERVICES – PHYSICAL CONDITION ASSESSMENT**

THIS AGREEMENT is made by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as the "County," and \_\_\_\_\_, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the County has requested proposals to be submitted for Professional Services for the Physical Condition Assessment of the Anoka County Government Center/Main Campus.

WHEREAS, the Contractor has submitted a proposal and has the necessary expertise to provide such service; and

WHEREAS, the County wishes to purchase this service from the Contractor.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

**I. TERM**

This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and terminate on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

With the option to renew for four (4) additional 12-month periods thereafter, upon written agreement by the parties, and provided that Contractor has satisfactorily performed the services herein described.

**II. SERVICES**

Contractor hereby covenants and agrees to perform all services and provide all personnel and equipment for the price and compensation under all terms and requirements set forth and specified in the Contract Documents. (The Contract Documents consist of this Agreement, the Request for Proposals, the Proposal Form completed by Contractor, and all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

Contractor understands that all references to "Proposer" or "Offeror" in the Contract Documents now refer to Contractor.) The work to be performed under this Agreement shall be commenced immediately upon receipt of a signed contract.

### III. COMPENSATION

Compensation paid to the Anoka County Parks and Recreation Department shall be as specified in the Proposal form submitted by Contractor, a copy of which is attached hereto and incorporated herein by reference as Exhibit A.

### IV. AUDIT DISCLOSURE AND RETENTION OF RECORDS

The Contractor agrees to make available to duly authorized representatives of the County and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. § 16C.05, any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's provision of services hereunder. The Contractor further agrees to maintain all such required records for six years after receipt of final payment and the closing of all other related matters.

### V. INDEMNIFICATION

The Contractor agrees that it will hold harmless, indemnify, and defend the County, its commissioners, officers, agents and employees against any and all claims, expenses (including attorneys fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide services hereunder, including but not limited to the negligence of the Contractor.

### VI. NSURANCE

The Contractor shall procure and maintain in full force and effect during the term of this Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractors, its agents, representatives, employees or sub contractors. The insurance coverage shall satisfy the requirements set forth in Exhibit B, which is attached hereto and incorporated by reference into this Agreement.

### VII. SERVICES NOT PROVIDED FOR

No claim for services furnished by Contractor not specifically provided for herein shall be honored by the County.

### VIII. INDEPENDENT CONTRACTOR

It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the Contractor to the County is that of an independent contractor and not an employee or agent of the County.

### IX. COMPLIANCE WITH LAWS

In providing all services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

#### X. STATE TAX LAWS

The County shall not make final payment until the Contractor has made satisfactory showing that it has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of State Income Tax from wages paid to the Contractor's employees and to employees of any Sub Contractors hired by the Contractor for work performed under this Agreement. The Contractor will provide the County with a letter stating the requirements have been met.

#### XI. SUBCONTRACTING AND ASSIGNMENTS

Contractor shall not enter into any subcontract for performance of any of the services contemplated under this Agreement, nor assign any interest in the Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all Sub-Contractor.

#### XII. MODIFICATIONS

Any material alterations, modifications or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

#### XIII. NON-DISCRIMINATION The Contractor agrees as follows:

In accordance with the County's Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Contract on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

The Contractor hereto agrees to comply with the provisions of Executive Order No. 11246, (in revised order) entitled "Equal Employment Opportunity," as supplemented in the Dement of Labor Regulations (41 CFR, 60) and as amended by Executive Order 11375 and all other applicable state and federal regulations.

The Contractor also agrees to comply with all affirmative action or equal employment opportunity requirements imposed upon the County or the Contractor by any other federal or state law, rule or regulation. The Contractor further agrees to furnish all information or reports that may be required by the above cited Executive Order, Department of Labor regulations or any other state or federal agency, or as required by the County.

This Agreement may be canceled or terminated by the County and all money due, or to become due hereunder, may be forfeited for a second or any subsequent violation of the terms or conditions of this subdivision.

#### XIV. DATA PRIVACY

In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, the Contractor agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration.

All data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing this Agreement is also subject to the provisions of Minn. Stat. § 13 et. seq. (the Minnesota Government Data Practices Act) and, pursuant to that statute, the Contractor must comply with the requirements of that statute as if it were a government entity. All remedies set forth in Minn. Stat. § 13.08 shall also apply to the Contractor. The Contractor is not required to provide public data to the public if that same data is available from the County, unless stated otherwise in this Agreement.

#### XV. EARLY TERMINATION

This Agreement may be terminated by the County at any time, with or without cause, upon thirty (30) days written notice delivered by mail or in person. Notice to Proposer shall be delivered to Contractor at the address first written above. If notices are delivered by mail, they shall be effective two days after mailing.

Upon early termination by the County, the Contractor shall only be entitled to payment for services satisfactorily performed through the date of termination and shall not be entitled to any other payment and/or damages.

#### XVI. DEFAULT AND REMEDY

Failure of the Contractor (including the failure of any employee or agent of the Contractor) to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not properly corrected by the Contractor upon receipt of a notice of deficiency and a request for compliance from the County. In the event of a default by the Contractor, the County may cancel this Agreement by sending a written notice of cancellation to the Contractor at the address stated herein, and may recover from the Contractor any damages sustained by the County which may directly or consequently arise out of the breach of this Agreement by the Contractor.

#### XVII. ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreements of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the

parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and Contractor relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

COUNTY OF ANOKA

CONTRACTOR

By: \_\_\_\_\_  
Rhonda Sivarajah, Chair  
Anoka County Board of Commissioners  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Jerry Soma, Anoka County Administrator  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
Dan Klint, Assistant County Attorney  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

**Exhibit B**  
**INSURANCE REQUIREMENTS**

Consultants (hereinafter referred to as the “Contractor”) will procure and maintain for the duration of this Agreement/Contract (hereinafter referred to as the “Contract”), insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work herein by the contractor, its agents, representatives, employees or subcontractors. **ANOKA COUNTY CONTRACT NUMBER:** \_\_\_\_\_.

**1.1 Commercial General Liability and Umbrella Liability Insurance.** Contractors will maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence.

1.1.1 CGL Insurance will be written on ISO occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

1.1.2 **Anoka County** will be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 10 01 and cg 20 37 10 01 or substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Anoka County. There will be no endorsement or modifications of the CGL to make it excess over other insurance available; alternatively, if the CGL states that it is excess or pro-rata, the policy will be endorsed to be primary with respects to the additional insured.

1.1.3 The County’s insurance will be excess of the contractor’s insurance and will not contribute to it. The contractor’s coverage will contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.

**1.2 Professional Liability and Umbrella Liability Insurance.** Contractor will maintain Professional Liability or Errors and Omissions insurance appropriate for the profession that they are engaged in, with a limit not less than \$2,000,000 per loss and \$4,000,000 aggregate. All claims-made form policies will be maintained for at least two years following the completion of work.

1.2.1 All sub-consultants to the Contractor providing professional services under this contract will also provide evidence of professional liability insurance to Anoka County at the limits specified in paragraph 1.2.

- 1.3 **Automobile Liability and Umbrella Liability Insurance.** Contractor will maintain automobile liability and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each accident.
- 1.3.1 Automobile insurance will cover liability arising out of any auto (including owned, hired and non-owned autos). If the Contractor does not own any vehicles, Anoka County will accept hired and non-owned autos with a letter from the Contractor stating that it does not own any autos.
- 1.3.2 Coverage as required in paragraph in 1.3 above will be written on ISO form CA 00 01, or substitute form providing equivalent liability coverage. If necessary, the policy will be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later edition of CA 00 01.
- 1.3.3 **Waiver of Subrogation.** Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.3.
- 1.4 **Workers' Compensation Insurance.** Contractor will maintain Workers' Compensation Insurance as required by the State of Minnesota and Employers Liability Insurance with a limits not less than \$100,000 Bodily Injury By Accident for each accident, not less than \$100,000 Bodily Injury By Disease each employee and not less than \$500,000 Bodily Injury By Disease policy limit.
- 1.5 **Other Insurance Provisions**
- 1.5.1 Prior to the start of this Contract, Contractor will furnish Anoka County with a completed copy of Anoka County 's certificate of insurance form, which is attached as part of this Exhibit, or as a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
- 1.5.2 All certificates will provide for 30 days written notice to Anoka County prior to the cancellation or material change of any insurance referred to in this Contract.
- 1.5.3 **No Representation of Coverage Adequacy.** By requiring insurance herein, Anoka County does not represent that coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Anoka County in this Contract.
- 1.5.4 Failure of Anoka County to demand such certification or other evidence of full compliance with these insurance requirements or failure of Anoka County to identify deficiency from evidence that is provided will not be construed as a waiver of Contractor's obligation to maintain such insurance.

- 1.5.5 Failure to maintain the required insurance may result in termination of this Contract at Anoka County option.
- 1.5.6 Contractor will provide certified copies of all insurance policies required herein within 10 days if requested in writing by Anoka County.
- 1.5.7 **Cross-Liability coverage.** If Contractor's liability does not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 1.5.8 Any policy written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy proceeds the effective dates of this contract; and that continuous coverage will be maintained or extended discovery period of 2 years beginning from the time that work under the contract is completed.
- 1.5.9 **Acceptability of Insurers.** Anoka County reserves the right to reject any insurance carriers that are rated less than: A.M. Best rating of A: IV.