

I. INSURANCE REQUIREMENTS

A. Minimum Scope and Limits

1. Architects and Engineers Errors & Omissions Liability coverage, with a minimum limit of \$1,000,000 per claim, \$2,000,000 annual aggregate. This insurance is to be maintained for at least two years after completion of the project. (if applicable)
2. Commercial General Liability coverage with limits of no less than the following:
  - a. Each Occurrence Limit \$1,000,000
  - b. General aggregate limit (other than Products–Completed Operations) per project \$2,000,000
  - c. Products–Completed Operations aggregate per project \$1,000,000
  - d. Personal and Advertising Injury limit \$1,000,000
3. Automobile Liability coverage with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1–Any Auto basis.
4. Workers’ Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
5. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability coverages, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate.

II. INSURANCE REQUIREMENTS FOR CONTRACTOR—LIABILITY & PROPERTY

- A. Commercial General Liability coverage including coverage for Products Liability, Completed Operations, Contractual Liability, and XCU coverage with the following minimum limits:
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|---|-------------------------|
| 1. General aggregate limit (other than Products–Completed Operations) | per project \$2,000,000 |
| 2. Products–Completed Operations aggregate                            | per project \$1,000,000 |
| 3. Personal and Advertising Injury                                    | \$1,000,000             |
| 4. Each Occurrence limit  | \$1,000,000             |
- B. Automobile Liability coverage at least as broad as Insurance Services Office Form #CA 00 01 07 97, with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1–Any Auto basis.
- C. Workers’ Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
- D. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$5,000,000 aggregate.
- E. Aircraft Liability and Watercraft Liability. If the project work includes the use of, or operation of, any aircraft or watercraft, then Aircraft, Helicopter and Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for bodily injury and property damage.
- F. Property Coverage (to be provided by contractor)
1. Contractor shall determine amount of coverage perils and policy form necessary to complete project should a loss of any type occur and to meet requirements of the contractors bonding company, if any.
  2. Covered property will include property in transit, property stored on the project work sites, and property stored off the project work sites.
  3. The municipality, architect, engineer, contractor, and subcontractors will be added as loss payees to the policy.
- G. Also, see requirements under Section IV.
- H. Bond Requirements

1. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal To Five percent of the contract bid.
2. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
3. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with a *Best's Insurance Reports* rating of no less than A and a Financial Size Category of no less than Class V.

### III. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

- All subcontractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers' Compensation, and Employers Liability insurance. This insurance shall be as broad as those noted for Contractor requirements contained in Section II. above.

### IV. APPLICABLE TO ARCHITECTS, CONSULTING ENGINEERS AND CONTRACTORS

- A. Acceptability of Insurers. Insurance is to be placed with insurers who have a *Best's Insurance Reports* rating of no less than A and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
- B. The municipality, the municipality's elected or appointed officials, and employees shall be named as additional insureds on all Liability policies for liability arising out of project work.
- C. Certificates of Insurance, Commercial General, Umbrella and Additional Insured Endorsements acceptable to the municipality shall be submitted prior to commencement of the work.
- D. Architect, Engineer and Design Build Contractors shall warrant that no documents used for the project require Municipality to indemnify and / or hold harmless any party to the contract for any reason.
- E. Architect, Engineer and Design Build Contractors shall warrant that the documents used for the project shall not contain any wording limiting the financial responsibility of the parties to the contract for damages arising from their negligence, act, error or omission.