

APPENDIX A

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance – The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance – The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001) – covering Symbol 1 (any vehicle)

Limits – The Contractor shall maintain limits no less than the following:

1. General Liability – One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. Automobile Liability – One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
2. Umbrella Liability – Five million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employer's Liability, Commercial General Liability and Automobile Liability as described above.
3. Professional Liability – One million dollars (\$1,000,000) per claim and annual aggregate.

Required Provisions – The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Elkhorn, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status with respect to liability arising out of activities performed by or on behalf of the Contractor(s) and vehicles owned, leased, hired or borrowed by the Contractor(s).

2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Elkhorn, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Elkhorn, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Elkhorn, its elected and appointed officials, officers, employees or authorized representatives or volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Elkhorn, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Elkhorn.
7. Such liability insurance shall indemnify the City of Elkhorn, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The Contractor, upon demand of the City of Elkhorn, shall deliver to the City of Elkhorn such policy or policies of insurance and the receipts for payment of premiums thereon.

Sub-Contractors – In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the City of Elkhorn. At the option of the City of Elkhorn, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance – Prior to execution of the agreement, the Contractor shall file with the City of Elkhorn a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence **shall include** an additional insured endorsement signed by the insurer's representative.