

WAUPACA COUNTY HIGHWAY DEPARTMENT

INSURANCE REQUIREMENTS -- CONTRACTORS

INDEMNITY & INSURANCE

1. Contractor agrees at all times during the term of the agreement to indemnify, save harmless and defend the County, its Boards, Officers, Employees and Representatives against any and all liability, losses, damages, costs or expenses which the County, its Boards, Officers, Employees and Representatives may sustain, incur or be required to pay by reason of bodily injury, personal injury or property damage of whatsoever nature or kind arising and of or as a result of any negligent act or negligent failure to act in connection with the performance of the work by contractor, its employees, agents, and subcontractors, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused solely by or resulting from the acts or omissions of the County, its Agencies, Boards, Officers, Employees or Representatives.

2. The Contractor shall comply with all Federal, State and local codes, laws, regulations, standards, and ordinances, including those of the Occupational Safety and Health Administration (OSHA), the Wisconsin Department of Industry, Labor, Labor and Human Relations (DILHR) and all County rules and orders governing the performance of the work.

3. Contractor agrees that, in order to protect itself and the County, its Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of the agreement keep in force the following minimum limits of insurance coverage:

<u>Coverage</u>	<u>Limit</u>
<u>Workers' Compensation & Employer's Liability</u>	
a) Applicable State	Statutory
b) Applicable Federal (eg. U.S. Longshoremen's and Harbor Worker's Act, Admiralty {Jones} Act, and Federal Employer's Liability Act)	Statutory
c) Employer's Liability (per occurrence)	\$500,000 each occurrence \$100,000 each person/ disease \$500,000 total limit/ disease
<u>Automobile Liability-Owned, Non-Owned, Hired</u>	
a) Bodily Injury and Property Damage Combined - Each Accident	\$1,000,000
<u>Commercial General Liability</u>	
a) Each occurrence limit	\$1,000,000
b) Personal Injury	\$1,000,000
c) General aggregate (per location)	\$2,000,000

d) Completed Operation and Product Liability - \$2,000,000
 Shall be maintained for a period of two (2) years after the final payment

Professional Liability (per claim) \$1,000,000 (When applicable)

Umbrella or Excess Liability In the amount of \$5,000,000 shall be required above the Contractor's basic policy.

4. Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. Coverage afforded shall apply as primary, with the County, its Boards, Officers, Employees and Representatives as additional named insured. The County shall be given thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement. Upon execution of the agreement, Contractor shall furnish County with a certificate of insurance and, upon request, certified copies of the required insurance policies. In the event any action, suit or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to the Contractor and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

5. The Contractor shall require each of his Subcontractors to take out and maintain during the life of his subcontract the same insurance coverage required of the Contractor under "Section 3" above. Each Subcontractor shall furnish to the Contractor two (2) copies of a certificate of insurance. The Contractor shall furnish one copy of the certificate to the County.