

Consulting and Professional Services, Architects/Engineers

Minimum Insurance Coverages and Requirements

The Consultant, Architect/engineer ("Consultant" or "Architect") and sub-consultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees, or sub-consultants.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract.

The Moraine Park Technical College District ("College") in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees, or sub-consultants. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Consultant is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Coverages

1. **Commercial General Liability** – ISO form CG 00 01 or its equivalent. Coverage to include:

- Premises and Operations
- Personal Injury/Advertising Injury
- Products/Completed Operations
- Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)
- Independent Contractors

2. **Automobile Liability** – Coverage to include:

- Owned Vehicles
- Leased Vehicles
- Hired Vehicles
- Non-Owned and Employee Non-Owned Vehicles
- Personal Injury Protection (where applicable)

3. **Workers' Compensation and Employers' Liability** – Workers' Compensation (Coverage A) and Employers' Liability (Coverage B)

4. **Professional Liability** – (Errors and Omissions) for Prime Consultants and Design/Build Liability – The Consultant shall maintain errors and omissions liability covering wrongful acts, errors, and/or omissions, including design errors of the Consultant for damage sustained by reason of or in the course of operations under this contract. The policy/coverages shall be amended to include the following:

- Description of operations on the declaration describing the scope of your professional services shall include all aspects of the services performed under this contract, including events arising out of your operations or any qualified subcontractors and sub-tier contractors
- Amendment of any contractual liability exclusion to state: “This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your wrongful acts.”
- Include coverage for claims alleging improper supervision of subcontractors and sub-tier contractors
- Representative insured wording amended to include past principals/employees
- Deletion of any exclusions pertaining to design/build liability
- Coverage shall apply through the statute of repose
- Definition of “damages” amended to include punitive damages, if permitted by law

Professional liability may be required on any registered sub-consultant participating in a College design project. A registered sub-consultant, as appropriate for the specific project, may include structural, civil, mechanical, plumbing, electrical engineering, landscape, architecture, survey, geo-technical, and materials testing.

Limits Required

The Consultant shall carry limits of liability not less than listed below:

Commercial General Liability	
Per Occurrence Limit	\$3,000,000
Products/Completed Operations Per Occurrence	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Medical Payments (Any One Person)	\$5,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection	Statutory
Workers’ Compensation	
Coverage A (Workers’ Compensation)	Statutory
Coverage B (Employers’ Liability)	Meet State of Wisconsin minimum limits
Umbrella Liability	
Per Occurrence Limit	\$1,000,000
Products/Completed Operations Per Occurrence	\$1,000,000

Professional Liability (Errors and Omissions Liability) for Primary Consultants and Design/Build Liability	
Estimated Project Construction Cost up to \$9,999,999	
Per Occurrence	\$2,000,000
Estimated Project Construction Cost from \$10,000,000 to \$19,999,999	
Per Occurrence	\$3,000,000
Estimated Project Construction Cost from \$20,000,000 to \$40,000,000	
Per Occurrence	\$4,000,000
Estimated Project Construction Cost over \$40,000,000	
Per Occurrence	\$10,000,000
If any professional liability insurance required by this contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.	

Professional Liability (Errors and Omissions Liability) for Sub-Consultants (Projects with an estimated construction cost of \$5 million or greater)	
In addition to the insurance requirements for the Consultant, the consultant's registered sub-consultants, including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geo-technical, and materials testing, are required to carry professional liability insurance as follows:	
Major Sub-Consultants (structural, civil, mechanical, plumbing, electrical engineers)	
Estimated Project Construction Cost from \$5,000,000 to \$19,999,999	
Per Occurrence	\$1,000,000
Estimated Project Construction Cost from \$20,000,000 to \$40,000,000	
Per Occurrence	\$2,000,000
Estimated Project Construction Cost over \$40,000,000	
Per Occurrence	\$3,000,000
All other registered consultants not listed above will carry:	
Per Occurrence	\$1,000,000
If any professional liability insurance required by this contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.	

Additional Requirements

Commercial General Liability (CGL)

If the commercial general liability (CGL) insurance has a general aggregate limit, the general aggregate limit must be maintained for the duration of the agreement.

All Policies

- Must be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the College.

Notice of Cancellation

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the College, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice shall be sent directly to the Moraine Park Technical College District, Occupational Health, Safety & Risk Manager, 235 N. National Avenue, Fond du Lac, WI 54935 or via email to riskmgmt@morainepark.edu. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the College of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.