



Insurance Requirements for the City of Oshkosh

Revised: April 26, 2022
Revised: April 11, 2022
Revised: February 1, 2022
Revised: December 20, 2018
Revised: May 12, 2014
Revised: April 14, 2014
Revised: October 23, 2013
Revised: July 16, 2012
Revised: May 25, 2012
Revised: May 9, 2012
Revised: December 21, 2011
Revised: March 31, 2011
Original: January 14, 2011

City of Oshkosh Insurance Requirements

INTRODUCTION

The City's Insurance Requirements describe the insurance required, some of which identify the risks to be covered and allow the Contractor and its Insurer some flexibility in covering those risks. The City will not be reviewing each and every detail of the Contractor's policy, but expects that the required coverage exists. The City's action, or inaction, of allowing the contract to proceed does not act as a waiver of any insurance requirement or an alteration of any required term of the contract. To the contrary, the City relies on the affirmations of the Contractor and to the extent that such affirmations are false, misleading, or in error, the City reserves the right to, in addition to enforcement of contract requirements, the ability to pursue any false, misleading, or erroneous affirmations.

It is important that the City of Oshkosh is adequately protected from loss due to the negligence of others (contractors, suppliers, vendors, etc.) who are working for, with, or on behalf of the City of Oshkosh. To help achieve this goal, the City of Oshkosh requires that other parties carry a certain level of insurance that will protect, defend and indemnify the City from losses arising out of their activities or from their products.

The following standards have been established to help provide direction and consistency for City of Oshkosh Departments. Until the appropriate certificate of insurance verifying the required coverage is obtained, the City of Oshkosh will NOT be issuing a license, permit or entering into a contract.

Insurance requirements for jobs or activities such as asbestos abatement, pollution clean up, oil recycling, hazardous waste removal, or any new contract or activity where it is not clear what level of insurance should be required will be determined by the City Attorney and the Safety & Risk Management Officer.

The City Attorney and/or the Safety & Risk Management Officer are responsible for the review of all certificates of insurance to determine if they meet the insurance requirements.

There may be times when an organization or Contractor can not meet the insurance requirements. Any significant variance from the standards must be authorized by the City Attorney and/or the Safety & Risk Management Officer.

INSURANCE STANDARDS INDEX

- I. Contractor's Insurance with Construction Insurance Requirements
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(Must be combined with I, II, or III above for proper coverage)
- V. Right-Of-Way Obstruction / Right-Of-Way Annual Excavation / Right-Of-Way Single Site Excavation / Work In Right-Of-Way Licenses Insurance Requirements
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**CITY OF OSHKOSH
INSURANCE REQUIREMENTS**

**I. CONTRACTOR'S INSURANCE WITH CONSTRUCTION
INSURANCE REQUIREMENTS**

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable City department before the contract or purchase order is considered for approval by the City.

It is hereby agreed and understood that the insurance required by the City of Oshkosh is primary coverage and that any insurance or self insurance maintained by the City of Oshkosh, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. INSURANCE REQUIREMENTS FOR CONTRACTOR—LIABILITY, BONDS & PROPERTY

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- | | | |
|----|--|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) per project | \$2,000,000 |
| 4. | Products–Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) if the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for two years after acceptance of completed work. | |

B. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, 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. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremens and Harbor Workers Act coverage.

D. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.

- E. Aircraft Liability, “if” the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.

- F. Builder’s Risk / Installation Floater / Contractor’s Equipment or Property - The contractor is responsible for loss and coverage for these exposures. City of Oshkosh will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.
 - 1. The “property” insurance amount must be at least equal to the bid amount, plus or minus any change orders. It must also include value of Engineering or Architect fees relating to the property.
 - 2. Covered property will include property on the project work sites, property in transit, and property stored off the project work sites.
 - 3. Coverage will be on a **Replacement Cost basis**.
 - 4. The City of Oshkosh, City of Oshkosh Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors will be added as named insureds to the policy.
 - 5. Coverage must be written on a “special perils” or “all risk” perils basis. Coverage to include collapse.
 - 6. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
 - 7. Coverage must be included for Testing and Start up.
 - 8. If the exposure exists, coverage must include Boiler & Machinery coverage.
 - 9. Coverage must include coverage for Engineers and Architects fees.
 - 10. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
 - 11. The policy must cover/allow Partial Utilization by owner.
 - 12. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
 - 13. Contractor will be responsible for all deductibles and coinsurance penalties.

- G. Also, see requirements under Section 3.

H. Bond Requirements

Bond forms acceptable by the City of Oshkosh are found on the last 6 pages of this document.

1. Bid Bond. Bids that are \$25,000 or greater will require the contractor to provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid. The City may, at its discretion, require bonds for certain contracts with amounts less than \$25,000.
2. Payment and Performance Bond. If awarded the contract, bids that are \$25,000 or greater will require the contractor to 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. The City may, at its discretion, require bonds for certain contracts with amounts less than \$25,000.
3. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

2. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All subcontractors shall be required to obtain Commercial General Liability (if applicable Watercraft liability), Automobile Liability, Workers' Compensation and Employers Liability, (if applicable Aircraft liability) insurance. This insurance shall be as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

3. APPLICABLE TO CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

- A. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* 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. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of project work - **City of Oshkosh, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 or its equivalent and also include Products – Completed Operations ISO form CG 20 37 07 04 or its equivalent for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**
- C. Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days' prior written notice has been given to the City Clerk – City of Oshkosh.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Insurance Agency contact information, including street address and PO Box if applicable.	CONTACT NAME:	Insurance Agent's contact information.	FAX (A/C. No.):	
		PHONE (A/C. No. Ext):		E-MAIL ADDRESS:	
INSURED	Insured's contact information, including name, address and phone number.	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: ABC Insurance Company		NAIC #	
		INSURER B: XYZ Insurance Company		NAIC #	
		INSURER C: LMN Insurance Company		NAIC #	
		INSURER D:	Insurer(s) must have a minimum A.M. Best rating of A- and a Financial Performance Rating of VI or better.		
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Liability Policy Number	Policy effective and expiration date.		EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> ISO FORM CG 20 37 OR EQUIVALENT						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Auto Liability Policy Number	Policy effective and expiration date.		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Umbrella Liability Policy Number	Policy effective and expiration date.		EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	Workers Compensation Policy Number	Policy effective and expiration date.		<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N						E.L. EACH ACCIDENT \$ 100,000
	(Mandatory in NH) N						E.L. DISEASE - EA EMPLOYEE \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds per attached endorsements.

Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days' prior written notice has been given to the City Clerk - City of Oshkosh.

CERTIFICATE HOLDER**CANCELLATION**

City of Oshkosh, Attn: City Clerk
215 Church Avenue
PO Box 1130
Oshkosh, WI 54903-1130

Insurance Standard I
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER	<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <i>Insurance Agency contact information, including street address and PO Box if applicable.</i> </div>	CONTACT NAME:	<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <i>Insurance Agent's contact information.</i> </div>	FAX (A/C. No.):	
		PHONE (A/C. No. Ext):		E-MAIL ADDRESS:	
INSURED	<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <i>Insured's contact information, including name, address and phone number.</i> </div>	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A:	ABC Insurance Company	NAIC #	
		INSURER B:	XYZ Insurance Company	NAIC #	
		INSURER C:			
		INSURER D:	<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <i>Insurer(s) must have a minimum A.M. Best rating of A- and a Financial Performance Rating of VI or better.</i> </div>		
		INSURER E:			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY			<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <i>One or the other...depends on type of job being done.</i> </div>	<input checked="" type="checkbox"/> BUILDING	\$ See #1 on ACORD 101 form on following page
	CAUSES OF LOSS	DEDUCTIBLES			<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC	BUILDING	<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <i>Contractor's responsible for ALL deductibles</i> </div>		<input type="checkbox"/> BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD	CONTENTS			<input type="checkbox"/> EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL	\$			<input type="checkbox"/> RENTAL VALUE	\$
	<input checked="" type="checkbox"/> EARTHQUAKE	\$			<input type="checkbox"/> BLANKET BUILDING	\$
	<input type="checkbox"/> WIND	\$			<input type="checkbox"/> BLANKET PERS PROP	\$
	<input checked="" type="checkbox"/> FLOOD	\$			<input type="checkbox"/> BLANKET BLDG & PP	\$
	<input type="checkbox"/>	\$				\$
	<input type="checkbox"/>	\$				\$
<input type="checkbox"/>	\$			\$		
<input type="checkbox"/>	\$			\$		
<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY			<input type="checkbox"/>	\$	
CAUSES OF LOSS				<input type="checkbox"/>	\$	
<input type="checkbox"/> NAMED PERILS	POLICY NUMBER			<input type="checkbox"/>	\$	
<input type="checkbox"/>				<input type="checkbox"/>	\$	
<input type="checkbox"/> CRIME	TYPE OF POLICY			<input type="checkbox"/>	\$	
<input type="checkbox"/>				<input type="checkbox"/>	\$	
<input type="checkbox"/>				<input type="checkbox"/>	\$	
B	<input checked="" type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN			<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <i>Policy effective and expiration date.</i> </div>	<input type="checkbox"/>	\$
	<div style="border: 1px solid black; padding: 2px; width: fit-content;"><i>If exposure exists</i></div>	<div style="border: 1px solid black; padding: 2px; width: fit-content;"> <i>Boiler & Machinery Policy Number</i> </div>			<input type="checkbox"/>	\$
					<input type="checkbox"/>	\$
					<input type="checkbox"/>	\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See attached ACORD 101 form

CERTIFICATE HOLDER**CANCELLATION**

City of Oshkosh, Attn: City Clerk
215 Church Avenue
PO Box 1130
Oshkosh, WI 54903-1130

Insurance Standard I
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Name of Insurance Agency	NAMED INSURED Name of Insured, including address	
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 24 FORM TITLE: CERTIFICATE OF PROPERTY INSURANCE**

1. The "property" insurance amount is at least equal to the bid amount, plus or minus any change orders. It also includes value of Engineering or Architect fees relating to the property.
2. Covered property includes property on the project work sites, property in transit, and property stored off the project work sites.
3. Coverage is on a **Replacement Cost basis**.
4. The City of Oshkosh, City of Oshkosh Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors are added as named insureds to the policy.
5. Coverage is written on a "special perils" or "all risk" perils basis. Coverage includes collapse.
6. Coverage includes coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
7. Coverage is included for Testing and Start up.
8. If the exposure exists, coverage includes Boiler & Machinery coverage.
9. Coverage includes coverage for Engineers and Architects fees.
10. Coverage includes Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
11. The policy covers/allows Partial Utilization by owner.
12. Coverage includes a "waiver of subrogation" against any named insureds or additional insureds.
13. Contractor is responsible for all deductibles and coinsurance penalties.

Insurance Standard I
SAMPLE CERTIFICATE
 Please indicate somewhere on this certificate, the contract or project # this certificate is for.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As required by contract	Any and all job sites
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Insurance Standard I
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by contract	Any and all job sites

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

Insurance Standard I
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

Contract Number

Bond Number

Date Bond Executed (Date of Contract or Later)

PRINCIPAL/CONTRACTOR (Legal Name and Business Address)

Type of Organization

Individual *Partnership*
 Corporation

State of Incorporation

SURETY(IES) (Legal Name(s) and Business Address(es))

Penal Sum of Bond

OWNER (Legal Name and Business Address)

CITY OF OSHKOSH
 215 Church Avenue
 PO Box 1130
 Oshkosh, Wisconsin 54903-1130

OBLIGATION

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the amount of the penal sum identified above if the Owner accepts the bid of this Contractor within the time specified in the bid documents or within such time period as may be agreed upon between the Owner and the Contractor, and the Contractor shall fail to execute the Contract within five (5) business days of written notice to the Contractor and Surety of Owner's intent to make a claim upon this Bond.

The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid.

If the Contractor either enters into a contract with Owner in accordance with the terms of the bid and gives such bond(s) that may be specified in the bidding documents for the faithful performance of the Contract and for the prompt payment of labor, materials and supplies furnished for the purpose thereof; or pays to the Owner the difference between the amount specified in the bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered in such bid, then the Surety and the Contractor shall have no obligation under this Bond.

Notice to the Contractor or Surety shall be deemed to have been given: (i) upon delivery to an officer or person entitled to such notice, if hand delivered; or (ii) upon delivery if delivered by priority, registered or certified mail through the United States Postal Service; (iii) upon delivery by a commercial carrier that will certify the date and time of delivery; or (iv) upon transmission if by facsimile, email or other form of electronic transmission. Notices shall be provided to the Owner, Surety and/or Contractor at their address as specified on this Bond or to a facsimile, email or other electronic address that has been provided in writing to the other party to be used for this purpose.

The laws of the State of Wisconsin shall govern the interpretation and construction of this Bond. Winnebago County shall be the venue for all disputes arising under this Bond. Any provision in this Bond that may conflict with statutory or other legal requirement shall be deemed deleted herefrom and provisions conforming to the statutory or other legal requirement shall be deemed incorporated herein.

Name of Principal/Contractor

Name of Surety

Title

Title

Contract Number

Bond Number

Date Bond Executed (Date of Contract or Later)

PRINCIPAL/CONTRACTOR (Legal Name and Business Address)

Type of Organization

Individual *Partnership*
 Corporation

State of Incorporation

SURETY(IES) (Legal Name(s) and Business Address(es))

Penal Sum of Bond

OWNER (Legal Name and Business Address)

CITY OF OSHKOSH
215 Church Avenue
PO Box 1130
Oshkosh, Wisconsin 54903-1130

OBLIGATION

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Contract identified above, which is incorporated herein by reference, subject to the following terms.

If the Contractor promptly makes payment of all sums due to claimants, and defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract, then the Surety and the Contractor shall have no obligation under this Bond.

If there is no Owner Default to pay the Contractor as required under the Contract for work performed or to perform or complete any material term of the Contract, then the Surety(ies) obligation under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

Amounts owed by the Owner to Contractor under the Contract shall be used for performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Upon notice and tendering of claims as specified above, the Surety shall promptly and at Surety's expense defend, indemnify and hold harmless the Owner against such claim, demand, lien or suit.

Surety shall answer claimants, with a copy to Owner, within sixty (60) days of the date of the claim, stating the amount that are disputed and the specific basis for challenging any amount that is disputed or pay or arrange for payment of any undisputed amount claimed.

Surety shall not be obligated to the Owner, claimants or others for obligations of the Contractor under this Bond that are unrelated to the Contract. The Owner shall not be liable for the payment of any costs or expenses of any claimant under this Bond and shall have no obligation to make payments to, or give notice on behalf of claimants, or otherwise have any obligation to claimants under this Bond.

Notice to the Contractor or Surety shall be deemed to have been given: (i) upon delivery to an officer or person entitled to such notice, if hand delivered; or (ii) upon delivery if delivered by priority, registered or certified mail through the United States Postal Service; (iii) upon delivery by a commercial carrier that will certify the date and time of delivery; or (iv) upon transmission if by facsimile, email or other form of electronic transmission. Notices shall be provided to the Owner, Surety and/or Contractor at their address as specified on this Bond or to a facsimile, email or other electronic address that has been provided in writing to the other party to be used for this purpose.

The laws of the State of Wisconsin shall govern the interpretation and construction of this Bond. Winnebago County shall be the venue for all disputes arising under this Bond. Any provision in this Bond that may conflict with statutory or other legal requirement shall be deemed deleted herefrom and provisions conforming to the statutory or other legal requirement shall be deemed incorporated herein.

Name of Principal/Contractor

Name of Surety

Title

Title

Contract Number

Bond Number

Date Bond Executed (Date of Contract or Later)

PRINCIPAL/CONTRACTOR (Legal Name and Business Address)

Type of Organization

Individual *Partnership*
 Corporation

State of Incorporation

SURETY(IES) (Legal Name(s) and Business Address(es))

Penal Sum of Bond

OWNER (Legal Name and Business Address)

CITY OF OSHKOSH
215 Church Avenue
PO Box 1130
Oshkosh, Wisconsin 54903-1130

OBLIGATION

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for payment of the sum shown above or the performance of the Contract identified above, which is incorporated herein by reference.

This Bond shall cover any work performed during initial construction and any warranty period required by the Contract.

If there is no Owner Default to pay the Contractor as required under the Contract for work performed or to perform or complete any material term of the Contract, then the Surety(ies) obligation under this Bond shall arise after:

1. The Owner provides notice to the Contractor and Surety that the Owner is considering declaring the Contractor in default of the Contract. Within five (5) business days of the Owner's notice, either the Contractor or the Surety may request a conference with the Owner to discuss such default and the remedy therefor. If a conference is requested, the conference shall be scheduled to take place at Owner's principal place of business or another agreed upon location within five (5) business days of the request for conference. If the Owner, Contractor and Surety agree, the Contractor may be allowed a reasonable time to perform the Contract, but such agreement shall not waive the Owner's right, if any, to subsequently declare the Contractor in default;
2. The Owner declares the Contractor in default and notifies the Surety of the declaration of default; and
3. The Owner agrees to pay the balance of the Contract price in accordance with the terms of the Contract to the Surety or to a qualified Contractor selected to perform the Contract.

Failure of the Owner to comply with the notice requirement specified above shall not release the Surety from its obligations.

Upon notice from the Owner as provided above, the Surety shall promptly and at Surety's expense take one of the following actions:

1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract;
2. Undertake to perform and complete the Contract itself, through qualified agents or independent contractors;
3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner to enter into a contract with the Owner for performance and completion of the Contract, to be secured with performance and payment bonds, and to pay to the Owner as damages any amount in excess of the original contract amount for the completion of the Contract; any additional legal, design professional, architect, or consultant fees resulting from any delay in the completion of the Contract; and any applicable liquidated damages specified within the Contract resulting from any delay in the completion of the Contract.
4. Make payment to the Owner, as soon as practicable after an amount is determined for completion of the Contract; or
5. Deny liability in whole or in part and notify the Owner, citing with specificity the reasons for such denial.

If the Surety does not proceed with reasonable promptness, Owner may give notice to the Surety and the Surety shall be deemed in default on this Bond five (5) business days after notice by the Owner demanding the Surety perform its obligations under this Bond. Owner shall be entitled to enforce any remedy available to Owner upon default.

Except for default of the Surety and Surety's election to perform or complete the Contract itself under Paragraph 2 above, Surety's liability shall be limited to the amount of this Bond.

Notice to the Contractor or Surety shall be deemed to have been given: (i) upon delivery to an officer or person entitled to such notice, if hand delivered; or (ii) upon delivery if delivered by priority, registered or certified mail through the United States Postal Service; (iii) upon delivery by a commercial carrier that will certify the date and time of delivery; or (iv) upon transmission if by facsimile, email or other form of electronic transmission. Notices shall be provided to the Owner, Surety and/or Contractor at their address as specified on this Bond or to a facsimile, email or other electronic address that has been provided in writing to the other party to be used for this purpose.

The laws of the State of Wisconsin shall govern the interpretation and construction of this Bond. Winnebago County shall be the venue for all disputes arising under this Bond. Any provision in this Bond that may conflict with statutory or other legal requirement shall be deemed deleted herefrom and provisions conforming to the statutory or other legal requirement shall be deemed incorporated herein.

The above obligation is void if the Contractor performs and fulfills all the terms, conditions and agreements of the Contract and any authorized modifications during the term of the original Contract and any extensions thereof. Notice to the Surety is waived for any modifications agreed upon by Owner and Contractor.

Name of Principal/Contractor

Name of Surety

Title

Title

**CITY OF OSHKOSH
INSURANCE REQUIREMENTS**

**II. CONTRACTOR’S INSURANCE WITHOUT CONSTRUCTION
INSURANCE REQUIREMENTS**

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable City department before the contract or purchase order is considered for approval by the City.

It is hereby agreed and understood that the insurance required by the City of Oshkosh is primary coverage and that any insurance or self insurance maintained by the City of Oshkosh, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. INSURANCE REQUIREMENTS FOR CONTRACTOR—LIABILITY & BONDS

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- | | | |
|----|--|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) per project | \$2,000,000 |
| 4. | Products–Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) if the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for two years after acceptance of completed work. | |

B. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, 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. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremens and Harbor Workers Act coverage.

D. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.

- E. Aircraft Liability, “if” the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.

- F. The contractor is responsible for loss and coverage for Builder’s Risk, Installation Floater, Contractor’s Equipment and Property exposures. City of Oshkosh will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

- G. Also, see requirements under Section 3.

- H. Bond Requirements
Bond forms acceptable by the City of Oshkosh are found on the last 6 pages of this document.
 - 1. Bid Bond. Bids that are \$25,000 or greater will require the contractor to provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid. The City may, at its discretion, require bonds for certain contracts with amounts less than \$25,000.

 - 2. Payment and Performance Bond. If awarded the contract, bids that are \$25,000 or greater will require the contractor to 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. The City may, at its discretion, require bonds for certain contracts with amounts less than \$25,000.

 - 3. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

2. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All subcontractors shall be required to obtain Commercial General Liability (if applicable Watercraft liability), Automobile Liability, Workers’ Compensation and Employers Liability, (if applicable Aircraft liability) insurance. This insurance shall be as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

3. APPLICABLE TO CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

- A. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* 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. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of project work - **City of Oshkosh, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 or its equivalent and also include Products – Completed Operations ISO form CG 20 37 07 04 or its equivalent for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**

- C. Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days' prior written notice has been given to the City Clerk – City of Oshkosh.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Insurance Agency contact information, including street address and PO Box if applicable.	CONTACT NAME:	Insurance Agent's contact information.	FAX (A/C. No.):	
		PHONE (A/C. No. Ext):		E-MAIL ADDRESS:	
INSURED	Insured's contact information, including name, address and phone number.	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A:	ABC Insurance Company	NAIC #	
		INSURER B:	XYZ Insurance Company	NAIC #	
		INSURER C:	LMN Insurance Company	NAIC #	
		INSURER D:	Insurer(s) must have a minimum A.M. Best rating of A- and a Financial Performance Rating of VI or better.		
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Liability Policy Number	Policy effective and expiration date.		EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> ISO FORM CG 20 37 OR EQUIVALENT						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Auto Liability Policy Number	Policy effective and expiration date.		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Umbrella Liability Policy Number	Policy effective and expiration date.		EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	Workers Compensation Policy Number	Policy effective and expiration date.		<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y / N N						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds per attached endorsements.

Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days' prior written notice has been given to the City Clerk - City of Oshkosh.

CERTIFICATE HOLDER**CANCELLATION**

City of Oshkosh, Attn: City Clerk
215 Church Avenue
PO Box 1130
Oshkosh, WI 54903-1130

Insurance Standard II
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As required by contract	Any and all job sites
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Insurance Standard II
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by contract	Any and all job sites

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

Insurance Standard II
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

Contract Number

Bond Number

Date Bond Executed (Date of Contract or Later)

PRINCIPAL/CONTRACTOR (Legal Name and Business Address)

Type of Organization

Individual *Partnership*
 Corporation

State of Incorporation

SURETY(IES) (Legal Name(s) and Business Address(es))

Penal Sum of Bond

OWNER (Legal Name and Business Address)

CITY OF OSHKOSH
 215 Church Avenue
 PO Box 1130
 Oshkosh, Wisconsin 54903-1130

OBLIGATION

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the amount of the penal sum identified above if the Owner accepts the bid of this Contractor within the time specified in the bid documents or within such time period as may be agreed upon between the Owner and the Contractor, and the Contractor shall fail to execute the Contract within five (5) business days of written notice to the Contractor and Surety of Owner's intent to make a claim upon this Bond.

The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid.

If the Contractor either enters into a contract with Owner in accordance with the terms of the bid and gives such bond(s) that may be specified in the bidding documents for the faithful performance of the Contract and for the prompt payment of labor, materials and supplies furnished for the purpose thereof; or pays to the Owner the difference between the amount specified in the bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered in such bid, then the Surety and the Contractor shall have no obligation under this Bond.

Notice to the Contractor or Surety shall be deemed to have been given: (i) upon delivery to an officer or person entitled to such notice, if hand delivered; or (ii) upon delivery if delivered by priority, registered or certified mail through the United States Postal Service; (iii) upon delivery by a commercial carrier that will certify the date and time of delivery; or (iv) upon transmission if by facsimile, email or other form of electronic transmission. Notices shall be provided to the Owner, Surety and/or Contractor at their address as specified on this Bond or to a facsimile, email or other electronic address that has been provided in writing to the other party to be used for this purpose.

The laws of the State of Wisconsin shall govern the interpretation and construction of this Bond. Winnebago County shall be the venue for all disputes arising under this Bond. Any provision in this Bond that may conflict with statutory or other legal requirement shall be deemed deleted herefrom and provisions conforming to the statutory or other legal requirement shall be deemed incorporated herein.

Name of Principal/Contractor

Name of Surety

Title

Title

Contract Number

Bond Number

Date Bond Executed (Date of Contract or Later)

PRINCIPAL/CONTRACTOR (Legal Name and Business Address)

Type of Organization

Individual *Partnership*
 Corporation

State of Incorporation

SURETY(IES) (Legal Name(s) and Business Address(es))

Penal Sum of Bond

OWNER (Legal Name and Business Address)

CITY OF OSHKOSH
215 Church Avenue
PO Box 1130
Oshkosh, Wisconsin 54903-1130

OBLIGATION

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Contract identified above, which is incorporated herein by reference, subject to the following terms.

If the Contractor promptly makes payment of all sums due to claimants, and defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract, then the Surety and the Contractor shall have no obligation under this Bond.

If there is no Owner Default to pay the Contractor as required under the Contract for work performed or to perform or complete any material term of the Contract, then the Surety(ies) obligation under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

Amounts owed by the Owner to Contractor under the Contract shall be used for performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Upon notice and tendering of claims as specified above, the Surety shall promptly and at Surety's expense defend, indemnify and hold harmless the Owner against such claim, demand, lien or suit.

Surety shall answer claimants, with a copy to Owner, within sixty (60) days of the date of the claim, stating the amount that are disputed and the specific basis for challenging any amount that is disputed or pay or arrange for payment of any undisputed amount claimed.

Surety shall not be obligated to the Owner, claimants or others for obligations of the Contractor under this Bond that are unrelated to the Contract. The Owner shall not be liable for the payment of any costs or expenses of any claimant under this Bond and shall have no obligation to make payments to, or give notice on behalf of claimants, or otherwise have any obligation to claimants under this Bond.

Notice to the Contractor or Surety shall be deemed to have been given: (i) upon delivery to an officer or person entitled to such notice, if hand delivered; or (ii) upon delivery if delivered by priority, registered or certified mail through the United States Postal Service; (iii) upon delivery by a commercial carrier that will certify the date and time of delivery; or (iv) upon transmission if by facsimile, email or other form of electronic transmission. Notices shall be provided to the Owner, Surety and/or Contractor at their address as specified on this Bond or to a facsimile, email or other electronic address that has been provided in writing to the other party to be used for this purpose.

The laws of the State of Wisconsin shall govern the interpretation and construction of this Bond. Winnebago County shall be the venue for all disputes arising under this Bond. Any provision in this Bond that may conflict with statutory or other legal requirement shall be deemed deleted herefrom and provisions conforming to the statutory or other legal requirement shall be deemed incorporated herein.

Name of Principal/Contractor

Name of Surety

Title

Title

Contract Number

Bond Number

Date Bond Executed (Date of Contract or Later)

PRINCIPAL/CONTRACTOR (Legal Name and Business Address)

Type of Organization

Individual Partnership
 Corporation

State of Incorporation

SURETY(IES) (Legal Name(s) and Business Address(es))

Penal Sum of Bond

OWNER (Legal Name and Business Address)

CITY OF OSHKOSH
215 Church Avenue
PO Box 1130
Oshkosh, Wisconsin 54903-1130

OBLIGATION

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for payment of the sum shown above or the performance of the Contract identified above, which is incorporated herein by reference.

This Bond shall cover any work performed during initial construction and any warranty period required by the Contract.

If there is no Owner Default to pay the Contractor as required under the Contract for work performed or to perform or complete any material term of the Contract, then the Surety(ies) obligation under this Bond shall arise after:

- 4. The Owner provides notice to the Contractor and Surety that the Owner is considering declaring the Contractor in default of the Contract. Within five (5) business days of the Owner’s notice, either the Contractor or the Surety may request a conference with the Owner to discuss such default and the remedy therefor. If a conference is requested, the conference shall be scheduled to take place at Owner’s principal place of business or another agreed upon location within five (5) business days of the request for conference. If the Owner, Contractor and Surety agree, the Contractor may be allowed a reasonable time to perform the Contract, but such agreement shall not waive the Owner’s right, if any, to subsequently declare the Contractor in default;
- 5. The Owner declares the Contractor in default and notifies the Surety of the declaration of default; and
- 6. The Owner agrees to pay the balance of the Contract price in accordance with the terms of the Contract to the Surety or to a qualified Contractor selected to perform the Contract.

Failure of the Owner to comply with the notice requirement specified above shall not release the Surety from its obligations.

Upon notice from the Owner as provided above, the Surety shall promptly and at Surety's expense take one of the following actions:

6. Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract;
7. Undertake to perform and complete the Contract itself, through qualified agents or independent contractors;
8. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner to enter into a contract with the Owner for performance and completion of the Contract, to be secured with performance and payment bonds, and to pay to the Owner as damages any amount in excess of the original contract amount for the completion of the Contract; any additional legal, design professional, architect, or consultant fees resulting from any delay in the completion of the Contract; and any applicable liquidated damages specified within the Contract resulting from any delay in the completion of the Contract.
9. Make payment to the Owner, as soon as practicable after an amount is determined for completion of the Contract; or
10. Deny liability in whole or in part and notify the Owner, citing with specificity the reasons for such denial.

If the Surety does not proceed with reasonable promptness, Owner may give notice to the Surety and the Surety shall be deemed in default on this Bond five (5) business days after notice by the Owner demanding the Surety perform its obligations under this Bond. Owner shall be entitled to enforce any remedy available to Owner upon default.

Except for default of the Surety and Surety's election to perform or complete the Contract itself under Paragraph 2 above, Surety's liability shall be limited to the amount of this Bond.

Notice to the Contractor or Surety shall be deemed to have been given: (i) upon delivery to an officer or person entitled to such notice, if hand delivered; or (ii) upon delivery if delivered by priority, registered or certified mail through the United States Postal Service; (iii) upon delivery by a commercial carrier that will certify the date and time of delivery; or (iv) upon transmission if by facsimile, email or other form of electronic transmission. Notices shall be provided to the Owner, Surety and/or Contractor at their address as specified on this Bond or to a facsimile, email or other electronic address that has been provided in writing to the other party to be used for this purpose.

The laws of the State of Wisconsin shall govern the interpretation and construction of this Bond. Winnebago County shall be the venue for all disputes arising under this Bond. Any provision in this Bond that may conflict with statutory or other legal requirement shall be deemed deleted herefrom and provisions conforming to the statutory or other legal requirement shall be deemed incorporated herein.

The above obligation is void if the Contractor performs and fulfills all the terms, conditions and agreements of the Contract and any authorized modifications during the term of the original Contract and any extensions thereof. Notice to the Surety is waived for any modifications agreed upon by Owner and Contractor.

Name of Principal/Contractor

Name of Surety

Title

Title

**CITY OF OSHKOSH
INSURANCE REQUIREMENTS**

III. PROFESSIONAL SERVICES LIABILITY INSURANCE REQUIREMENTS

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable City department before the contract or purchase order is considered for approval by the City.

It is hereby agreed and understood that the insurance required by the City of Oshkosh is primary coverage and that any insurance or self insurance maintained by the City of Oshkosh, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. PROFESSIONAL LIABILITY

A. Limits

- (1) \$1,000,000 each claim
- (2) \$1,000,000 annual aggregate

B. Must continue coverage for 2 years after final acceptance for service/job

2. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- (1) \$1,000,000 each occurrence limit
- (2) \$1,000,000 personal liability and advertising injury
- (3) \$2,000,000 general aggregate
- (4) \$2,000,000 products – completed operations aggregate

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (1) Premises and Operations Liability
- (2) Contractual Liability
- (3) Personal Injury
- (4) Explosion, collapse and underground coverage
- (5) Products/Completed Operations must be carried for 2 years after acceptance of completed work
- (6) The general aggregate must apply separately to this project/location

3. BUSINESS AUTOMOBILE COVERAGE– If this exposure shall exist:

- A. \$1,000,000 combined single limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for Symbol #1 - “Any Auto” – including Owned, Non-Owned and Hired Automobile Liability.

4. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY** – “If” required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.
 - A. Must carry coverage for Statutory Workers Compensation and an Employers Liability limit of:
 - (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee

5. **UMBRELLA LIABILITY** - If exposure exists, provide coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.

6. **ADDITIONAL PROVISIONS**
 - A. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* 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. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of project work - **City of Oshkosh, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 or its equivalent and also include Products – Completed Operations ISO form CG 20 37 07 04 or its equivalent for a minimum of 2 years after acceptance of work. This does not apply to Professional Liability, Workers Compensation and Employers Liability.**

 - C. Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days’ prior written notice has been given to the City Clerk – City of Oshkosh.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Insurance Agency contact information, including street address and PO Box if applicable.	CONTACT NAME:	Insurance Agent's contact information.	FAX (A/C. No.):	
		PHONE (A/C. No. Ext):		E-MAIL ADDRESS:	
INSURED	Insured's contact information, including name, address and phone number.	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: ABC Insurance Company		NAIC #	
		INSURER B: XYZ Insurance Company		NAIC #	
		INSURER C: LMN Insurance Company		NAIC #	
		INSURER D:	Insurer(s) must have a minimum A.M. Best rating of A- and a Financial Performance Rating of VI or better.		
		INSURER E:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Liability Policy Number	Policy effective and expiration date.		EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> ISO FORM CG 20 37 OR EQUIVALENT						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Auto Liability Policy Number	Policy effective and expiration date.		PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Umbrella Liability Policy Number	Policy effective and expiration date.		EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	Workers Compensation Policy Number	Policy effective and expiration date.		<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y / N						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	PROFESSIONAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	Professional Liability Policy Number	Policy effective and expiration date.		\$1,000,000 EACH CLAIM \$1,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds per attached endorsements.

Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days' prior written notice has been given to the City Clerk - City of Oshkosh.

CERTIFICATE HOLDER**CANCELLATION**

City of Oshkosh, Attn: City Clerk
215 Church Avenue
PO Box 1130
Oshkosh, WI 54903-1130

Insurance Standard III
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As required by contract	Any and all job sites
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Insurance Standard III
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by contract	Any and all job sites

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

Insurance Standard III
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

**CITY OF OSHKOSH
INSURANCE REQUIREMENTS**

IV. POLLUTION EXPOSURES LIABILITY INSURANCE REQUIREMENTS

(If exposure exists, this coverage is in addition to and combined with Insurance Standards I or II)

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable City department before the contract or purchase order is considered for approval by the City.

It is hereby agreed and understood that the insurance required by the City of Oshkosh is primary coverage and that any insurance or self insurance maintained by the City of Oshkosh, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and shall remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below, whichever is longer.

1. CONTRACTORS POLLUTION LIABILITY

- A. Definition of "Covered Operations" in the policy must include the type of work being done for the City of Oshkosh.
- B. Limits of Liability:
 - \$1,000,000 Each loss for Bodily Injury, Property Damage, Environmental Damage
 - \$1,000,000 Aggregate for Bodily Injury, Property Damage, Environmental Damage

(Environmental Damage includes Pollution and Clean-up costs)
- C. Deductible must be paid by Contractor
- D. If Subcontractors are used in the work, then this policy must also cover the Subcontractors

2. MOTOR VEHICLE / AUTOMOBILE POLLUTION LIABILITY – required "if" the exposure exists

- A. Definition of "Covered Operations" in the policy must include the type of work being done for the City of Oshkosh
- B. Limits of Liability:
 - \$1,000,000 Each loss for Bodily Injury, Property Damage, Environmental Damage
 - \$1,000,000 Aggregate for Bodily Injury, Property Damage, Environmental Damage

(Environmental Damage includes Pollution and Clean-up costs)
- C. Deductible must be paid by Contractor

- D. If Subcontractors are used in the work, then this policy must also cover the Subcontractors
- E. Must cover Motor Vehicle loading and unloading (Please show on Certificate of Insurance)

3. **ADDITIONAL PROVISIONS**

- A. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
- B. Additional Insured Requirements – The following must be named as **additional insureds** on the Contractor’s Pollution and (if exposure exists) Automobile Pollution Liability coverage for liability arising out of project work...**City of Oshkosh, and its officers, council members, agents, employees and authorized volunteers.**
- C. Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days’ prior written notice has been given to the City Clerk – City of Oshkosh.

**CITY OF OSHKOSH
INSURANCE REQUIREMENTS**

**V. RIGHT-OF-WAY OBSTRUCTION /
RIGHT-OF-WAY ANNUAL EXCAVATION /
RIGHT-OF-WAY SINGLE SITE EXCAVATION /
WORK IN RIGHT-OF-WAY LICENSES INSURANCE REQUIREMENTS**

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable City department before the contract or purchase order is considered for approval by the City.

It is hereby agreed and understood that the insurance required by the City of Oshkosh is primary coverage and that any insurance or self insurance maintained by the City of Oshkosh, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (1) \$500,000 each occurrence limit
 - (2) \$500,000 personal liability and advertising injury
 - (3) \$500,000 general aggregate
 - (4) \$500,000 products – completed operations aggregate
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (1) Premises and Operations Liability
 - (2) Contractual Liability
 - (3) Personal Injury
 - (4) Explosion, collapse and underground coverage
 - (5) Products/Completed Operations for 2 years after acceptance of completed work
 - (6) The general aggregate must apply separately to this project/location

2. BUSINESS AUTOMOBILE COVERAGE– If this exposure shall exist:

- A. \$500,000 Combined Single Limit for Bodily Injury and Property Damage each accident.
- B. Must cover liability for Symbol #1 - “Any Auto” – including Owned, Non-Owned and Hired Automobile Liability.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY – “If” required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability limit of:
 - (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee

4. **BUILDER'S RISK / INSTALLATION FLOATER / CONTRACTOR'S EQUIPMENT OR PROPERTY**

The contractor is responsible for loss and coverage for these exposures. City of Oshkosh will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

5. **ADDITIONAL PROVISIONS**

- A. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* 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. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of project work - **City of Oshkosh, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 or its equivalent and also include Products – Completed Operations ISO form CG 20 37 07 04 or its equivalent for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**
- C. Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days' prior written notice has been given to the City Clerk – City of Oshkosh.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Insurance Agency contact information, including street address and PO Box if applicable.	CONTACT NAME:	Insurance Agent's contact information.	FAX (A/C. No.):	
		PHONE (A/C. No. Ext):		E-MAIL ADDRESS:	
INSURED	Insured's contact information, including name, address and phone number.	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: ABC Insurance Company		NAIC #	
		INSURER B: XYZ Insurance Company		NAIC #	
		INSURER C: LMN Insurance Company		NAIC #	
		INSURER D:	Insurer(s) must have a minimum A.M. Best rating of A- and a Financial Performance Rating of VI or better.		
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Liability Policy Number	Policy effective and expiration date.		EACH OCCURRENCE \$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> ISO FORM CG 20 37 OR EQUIVALENT						PERSONAL & ADV INJURY \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 500,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 500,000
							\$
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Auto Liability Policy Number	Policy effective and expiration date.		COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	Workers Compensation Policy Number	Policy effective and expiration date.		<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N N						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
		<input type="checkbox"/>	<input type="checkbox"/>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds per attached endorsements.

Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days' prior written notice has been given to the City Clerk - City of Oshkosh.

CERTIFICATE HOLDER**CANCELLATION**

City of Oshkosh, Attn: City Clerk
215 Church Avenue
PO Box 1130
Oshkosh, WI 54903-1130

Insurance Standard V
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As required by contract	Any and all job sites
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Insurance Standard V
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by contract	Any and all job sites
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

Insurance Standard V
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

**CITY OF OSHKOSH
INSURANCE REQUIREMENTS**

**VI. HOUSING IMPROVEMENT PROGRAMS / BLOCK GRANTS CONSTRUCTION
INSURANCE REQUIREMENTS**

The Contractor shall not commence work on contract until proof of insurance required has been provided to the Department of Community Development before the contract or purchase order is considered for approval by the City.

It is hereby agreed and understood that the insurance required by the City of Oshkosh is primary coverage and that any insurance or self insurance maintained by the City of Oshkosh, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (1) \$500,000 each occurrence limit
 - (2) \$500,000 personal liability and advertising injury
 - (3) \$500,000 general aggregate
 - (4) \$500,000 products – completed operations aggregate
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (1) Premises and Operations Liability
 - (2) Contractual Liability
 - (3) Personal Injury
 - (4) Explosion, collapse and underground coverage
 - (5) Products/Completed Operations for 2 years after acceptance of completed work
 - (6) The general aggregate must apply separately to this project/location

2. BUSINESS AUTOMOBILE COVERAGE– If this exposure shall exist:

- A. \$500,000 Combined Single Limit for Bodily Injury and Property Damage each accident.
- B. Must cover liability for Symbol #1 - “Any Auto” – including Owned, Non-Owned and Hired Automobile Liability.

3. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY** – “If” required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.
- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability limit of:
- (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee

4. **BUILDER’S RISK / INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT OR PROPERTY**

The contractor is responsible for loss and coverage for these exposures. City of Oshkosh will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

5. **ADDITIONAL PROVISIONS**

- A. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* 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. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of project work - **City of Oshkosh, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 or its equivalent and also include Products – Completed Operations ISO form CG 20 37 07 04 or its equivalent for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**
- C. Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to Department of Community Development – City of Oshkosh. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days’ prior written notice has been given to the Department of Community Development – City of Oshkosh.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Insurance Agency contact information, including street address and PO Box if applicable.	CONTACT NAME:	Insurance Agent's contact information.	FAX (A/C. No.):	
		PHONE (A/C. No. Ext):		E-MAIL ADDRESS:	
INSURED	Insured's contact information, including name, address and phone number.	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: ABC Insurance Company		NAIC #	
		INSURER B: XYZ Insurance Company		NAIC #	
		INSURER C: LMN Insurance Company		NAIC #	
		INSURER D:	Insurer(s) must have a minimum A.M. Best rating of A- and a Financial Performance Rating of VI or better.		
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Liability Policy Number	Policy effective and expiration date.		EACH OCCURRENCE \$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> ISO FORM CG 20 37 OR EQUIVALENT						PERSONAL & ADV INJURY \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 500,000
							PRODUCTS - COMP/OP AGG \$ 500,000
							\$
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Auto Liability Policy Number	Policy effective and expiration date.		COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	Workers Compensation Policy Number	Policy effective and expiration date.		<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y/N						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
		<input type="checkbox"/>	<input type="checkbox"/>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds per attached endorsements.

Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to Department of Community Development - City of Oshkosh. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days' prior written notice has been given to the City Clerk - City of Oshkosh.

CERTIFICATE HOLDER**CANCELLATION**

City of Oshkosh, Attn: Community Development
215 Church Avenue
PO Box 1130
Oshkosh, WI 54903-1130

Insurance Standard VI
SAMPLE CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As required by contract	Any and all job sites
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Insurance Standard VI
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by contract	Any and all job sites
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

Insurance Standard VI
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

CITY OF OSHKOSH INSURANCE REQUIREMENTS

VII. SPECIAL EVENT INSURANCE REQUIREMENTS

All sponsors, organizations, or any other person or group scheduling a special event shall procure at their expense, a policy of insurance subject to the following minimum requirements. The decision as to whether and what level of insurance shall be required shall be made by the City Manager upon consultation with the Department/Division Head and City Attorney and will be based upon the nature of the activity and the risk involved.

I. Low Risk Events

Insurance will not be required for Low Risk Events and no hold harmless agreement will be required. Low Risk Events includes only those events at which there is no sale of food or other merchandise, which do not involve an alcohol beverage permit/license, which have no planned competitive physical events, and which anticipate the attendance of 250 or less persons. Some examples of low risk activities are block parties, walks of 5K or less distance, small theatrical performances, and private gatherings such as weddings.

II. Medium Risk Events

Medium Risk Events include only events which include the sale of food or other merchandise, but which do not involve an alcohol beverage permit/license and which anticipate attendance of 5000 or fewer persons. Some examples of Medium Risk activities are farmers markets, parades with no animals, art fairs, flea markets, run/walks of 5K or less distance, car or motorcycle shows, and fishing tournaments.

Medium Risk Events Insurance Requirements

The insurance as required by the City of Oshkosh is primary coverage and any insurance or self insurance maintained by the City of Oshkosh, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing the event and remain in force throughout the entire event, including the clean up period after the event.

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (1) \$500,000 each occurrence limit
 - (2) \$500,000 personal injury and advertising injury
 - (3) \$500,000 general aggregate
 - (4) \$500,000 products – completed operations aggregate
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include the following:
 - (1) Premises and Operations Liability
 - (2) Contractual Liability
 - (3) Personal Injury
 - (4) Products/Completed Operations
 - (5) The general aggregate must apply separately to this event

2. **BUSINESS AUTOMOBILE COVERAGE** – If this exposure shall exist:
- A. \$250,000 each person / \$500,000 each accident for bodily injury and \$100,000 for property damage **OR** \$500,000 combined single limit for bodily injury and property damage each accident.
 - B. Must cover liability for “any auto” – including owned, non-owned and hired automobile liability.
3. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY** – If required by Wisconsin State Statutes, the event organizer:
- 1. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:
 - (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee
4. **AIRCRAFT LIABILITY** (including helicopter) – owned, non-owned or hired.
- A. If this exposure shall exist, the limits must be at least \$5,000,000 combined single limit for bodily injury (injury passenger liability) and property damages.
 - B. Any liability exclusions relating to slung cargo must be deleted.

III. High Risk Events

High Risk Events are events which include any of the following: 1) which involve an alcohol beverage permit/license, 2) which anticipate attendance of more than 5000 persons, 3) which involve fireworks or any other form of explosive device, 4) which include bonfires or other open fires, 5) which include amusement rides, 6) events with any type of aircraft or helicopter, 7) events with live animals, or 8) events that include use of inflatable's (e.g.: trampolines, slides, bounce houses), rock walls, waterslides, dunk tanks or bungee jumps. Some examples of High Risk activities are carnivals, parades with live animals, marathons/runs/walks of more than 5K in distance, bike/motorcycle or snowmobile rides or races, concerts, dances, and animal shows.

High Risk Events Insurance Requirements

The insurance as required by the City of Oshkosh is primary coverage and any insurance or self insurance maintained by the City of Oshkosh, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing the event and remain in force throughout the entire event, including the clean up period after the event.

1. **GENERAL LIABILITY COVERAGE**
- A. Commercial General Liability
 - (1) \$1,000,000 each occurrence limit for Bodily Injury and Property Damage
 - (2) \$1,000,000 personal injury and advertising injury
 - (3) \$1,000,000 general aggregate
 - (4) \$1,000,000 products – completed operations aggregate
 - B. Claims made form of coverage is not acceptable.

- C. Insurance must include the following:
 - (1) Premises and Operations Liability
 - (2) Contractual Liability
 - (3) Personal Injury
 - (4) Products/Completed Operations

2. **BUSINESS AUTOMOBILE COVERAGE** – If this exposure shall exist:

- A. \$250,000 each person / \$500,000 each accident for bodily injury and \$100,000 for property damage **OR** \$500,000 combined single limit for bodily injury and property damage each accident.
- B. Must cover liability for “any auto” – including owned, non-owned and hired automobile liability.

3. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY** – If required by Wisconsin State Statutes, the event organizer:

- A. Must carry coverage for statutory workers compensation and employers liability limit of:
 - (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee

4. **AIRCRAFT LIABILITY** (including helicopter) – owned, non-owned or hired.

- A. If this exposure shall exist, the limits must be at least \$5,000,000 combined single limit for bodily injury (injury passenger liability) and property damages.
- B. Any liability exclusions relating to slung cargo must be deleted.

ADDITIONAL PROVISIONS WHEN INSURANCE IS REQUIRED

Additional Insured Requirement – For general liability coverage, business automobile liability coverage, and aircraft liability, the following must be listed as additional insureds: **City of Oshkosh, and its officers, council members, agents, employees, and authorized volunteers.** This requirement is waived for UW-Oshkosh, Fox Valley Technical College, Oshkosh Area School District, and the Unified Catholic Schools of Oshkosh, and any other educational/municipal organizations that are similar.

The City of Oshkosh requires 30 day written notice of cancellation, non-renewal or material change in the insurance coverage be given to the City Clerk – City of Oshkosh.

The insurance coverage required must be provided by an insurance carrier with the *A.M. Best* 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.

The certificate of insurance shall be satisfactory proof of insurance of said policies and *shall be filed at the office of the City Clerk for the City of Oshkosh a minimum of ten (10) business days prior to the scheduled event. If these requirements are not met, the event cannot be held on city property.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Insurance Agency contact information, including street address and PO Box if applicable.	CONTACT NAME:	Insurance Agent's contact information.	FAX (A/C. No.):	
		PHONE (A/C. No. Ext):		E-MAIL ADDRESS:	
INSURED	Insured's contact information, including name, address and phone number.	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: ABC Insurance Company		NAIC #	
		INSURER B: XYZ Insurance Company		NAIC #	
		INSURER C: LMN Insurance Company		NAIC #	
		INSURER D:	Insurer(s) must have a minimum A.M. Best rating of A- and a Financial Performance Rating of VI or better.		
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Liability Policy Number	Policy effective and expiration date.		EACH OCCURRENCE \$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	<input type="checkbox"/>						PERSONAL & ADV INJURY \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 500,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 500,000
							\$
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Auto Liability Policy Number	Policy effective and expiration date.		COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
							\$
							\$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y / N			Workers Compensation Policy Number	Policy effective and expiration date.		E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds on the Commercial General Liability, Automobile Liability, and Aircraft Liability (if liability exists) arising out of the special event(s) shall be City of Oshkosh, and its officers, council members, agents, employees and authorized volunteers.

CERTIFICATE HOLDER**CANCELLATION**

City of Oshkosh, Attn: City Clerk
215 Church Avenue
PO Box 1130
Oshkosh, WI 54903-1130

**Insurance Standard VII
Medium Risk Event
SAMPLE CERTIFICATE**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Insurance Agency contact information, including street address and PO Box if applicable.	CONTACT NAME:	Insurance Agent's contact information.	FAX (A/C. No.):	
		PHONE (A/C. No. Ext):		E-MAIL ADDRESS:	
INSURED	Insured's contact information, including name, address and phone number.	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A:	ABC Insurance Company	NAIC #	
		INSURER B:	XYZ Insurance Company	NAIC #	
		INSURER C:	LMN Insurance Company	NAIC #	
		INSURER D:	Insurer(s) must have a minimum A.M. Best rating of A- and a Financial Performance Rating of VI or better.		
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Liability Policy Number	Policy effective and expiration date.		EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	<input type="checkbox"/>						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Auto Liability Policy Number	Policy effective and expiration date.		COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
							\$
							\$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y / N			Workers Compensation Policy Number	Policy effective and expiration date.		E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds on the Commercial General Liability, Automobile Liability, and Aircraft Liability (if liability exists) arising out of the special event(s) shall be City of Oshkosh, and its officers, council members, agents, employees and authorized volunteers.

CERTIFICATE HOLDER**CANCELLATION**

City of Oshkosh, Attn: City Clerk
215 Church Avenue
PO Box 1130
Oshkosh, WI 54903-1130

**Insurance Standard VII
High Risk Event
SAMPLE CERTIFICATE**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CITY OF OSHKOSH
INSURANCE REQUIREMENTS**

**VIII. RAZING AND REMOVAL OF BUILDINGS AND MATERIAL
INSURANCE REQUIREMENTS**

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable City department before the contract or purchase order is considered for approval by the City.

It is hereby agreed and understood that the insurance required by the City of Oshkosh is primary coverage and that any insurance or self insurance maintained by the City of Oshkosh, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. INSURANCE REQUIREMENTS FOR CONTRACTOR—LIABILITY

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- | | | |
|----|--|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) per project | \$2,000,000 |
| 4. | Products–Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) ”if” the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for two years after acceptance of work. | |

B. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, 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. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.

D. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.

- E. Aircraft Liability, “if” the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
- F. Builder’s Risk / Installation Floater / Contractor’s Equipment or Property - The contractor is responsible for loss and coverage for these exposures. City of Oshkosh will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.
- G. Also, see requirements under Section 3.

2. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All subcontractors shall be required to obtain Commercial General Liability (if applicable Watercraft liability), Automobile Liability, Workers’ Compensation and Employers Liability, (if applicable Aircraft liability) insurance. This insurance shall be as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

3. APPLICABLE TO CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

- A. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* 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. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of project work - **City of Oshkosh, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 or its equivalent and also include Products – Completed Operations ISO form CG 20 37 07 04 or its equivalent for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**
- C. Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days’ prior written notice has been given to the City Clerk – City of Oshkosh.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Insurance Agency contact information, including street address and PO Box if applicable.	CONTACT NAME:	Insurance Agent's contact information.	FAX (A/C. No.):	
		PHONE (A/C. No. Ext):		E-MAIL ADDRESS:	
INSURED	Insured's contact information, including name, address and phone number.	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: ABC Insurance Company		NAIC #	
		INSURER B: XYZ Insurance Company		NAIC #	
		INSURER C: LMN Insurance Company		NAIC #	
		INSURER D:	Insurer(s) must have a minimum A.M. Best rating of A- and a Financial Performance Rating of VI or better.		
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Liability Policy Number	Policy effective and expiration date.		EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> ISO FORM CG 20 37 OR EQUIVALENT						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Auto Liability Policy Number	Policy effective and expiration date.		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Umbrella Liability Policy Number	Policy effective and expiration date.		EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	Workers Compensation Policy Number	Policy effective and expiration date.		<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y / N N						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds per attached endorsements.

Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days' prior written notice has been given to the City Clerk - City of Oshkosh.

CERTIFICATE HOLDER**CANCELLATION**

City of Oshkosh, Attn: City Clerk
215 Church Avenue
PO Box 1130
Oshkosh, WI 54903-1130

Insurance Standard VIII
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As required by contract	Any and all job sites
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Insurance Standard VIII
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by contract	Any and all job sites

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

Insurance Standard VIII
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

**CITY OF OSHKOSH
INSURANCE REQUIREMENTS**

IX. MOBILE VENDING INSURANCE REQUIREMENTS

This insurance is required of mobile vendors by the City of Oshkosh. The vendor's insurance shall be primary coverage for the City of Oshkosh for applicable events related to this vending function. Insurance, or self-insurance, maintained by the City of Oshkosh, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss related to an incident related to the mobile vendor. All insurance shall be in full force before operation of the mobile vending unit is allowed, and shall remain in force for the whole term in which the mobile vendor is operating the mobile vending unit.

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (1) \$1,000,000 each occurrence limit for Bodily Injury and property Damage
 - (2) \$1,000,000 personal liability and advertising injury
 - (3) \$1,000,000 general aggregate
 - (4) \$1,000,000 products – completed operations aggregate
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (1) Premises and Operations Liability
 - (2) Contractual Liability
 - (3) Personal Injury
 - (4) Products/Completed Operations
 - (5) The general aggregate must apply separately to this project/location

2. BUSINESS AUTOMOBILE COVERAGE – If this exposure shall exist:

- A. \$250,000 each person / \$500,000 each accident for bodily injury and \$100,000 for property damage **OR** \$500,000 combined single limit for bodily injury and property damage each accident.
- B. Must cover liability for “any auto” – including owned, non-owned and hired automobile liability.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY – If required by Wisconsin State Statutes, the event organizer:

- A. Must carry coverage for statutory workers compensation and employers liability limit of:
 - (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee

4. ADDITIONAL PROVISIONS

- A. Acceptability of Insurers - Insurance must be provided by an insurance carrier with an *A.M. Best* 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. Additional Insured Requirements – For general liability coverage and business automobile liability coverage, the following must be listed as additional insureds: **City of Oshkosh, and its officers, council members, agents, employees, and authorized volunteers.**
- C. Certificates of Insurance acceptable to the City of Oshkosh shall be submitted 15 days prior to operation of the mobile vending unit. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days' prior written notice has been given to the City Clerk – City of Oshkosh.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Insurance Agency contact information, including street address and PO Box if applicable.	CONTACT NAME:	Insurance Agent's contact information.	FAX (A/C. No.):	
		PHONE (A/C. No. Ext):		E-MAIL ADDRESS:	
INSURED	Insured's contact information, including name, address and phone number.	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A:	ABC Insurance Company	NAIC #	
		INSURER B:	XYZ Insurance Company	NAIC #	
		INSURER C:	LMN Insurance Company	NAIC #	
		INSURER D:	Insurer(s) must have a minimum A.M. Best rating of A- and a Financial Performance Rating of VI or better.		
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Liability Policy Number	Policy effective and expiration date.		EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	<input type="checkbox"/>						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Auto Liability Policy Number	Policy effective and expiration date.		COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>			This coverage is required UNLESS the City determines that the risk does not exist			\$
							\$
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<input type="checkbox"/>						
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Workers Compensation Policy Number	Policy effective and expiration date.		<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N						E.L. EACH ACCIDENT \$ 100,000
	(Mandatory in NH) N						E.L. DISEASE - EA EMPLOYEE \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			This coverage is required UNLESS the City determines that the risk does not exist			E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds on the Commercial General Liability and Automobile Liability, shall be City of Oshkosh, and its officers, council members, agents, employees and authorized volunteers.

CERTIFICATE HOLDER**CANCELLATION**

City of Oshkosh, Attn: City Clerk
215 Church Avenue
PO Box 1130
Oshkosh, WI 54903-1130

Insurance Standard IX
Mobile Vending
SAMPLE CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF OSHKOSH INSURANCE REQUIREMENTS

X. GARAGE AND GARAGE KEEPERS INSURANCE REQUIREMENTS

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable City department before the contract or purchase order is considered for approval by the City.

It is hereby agreed and understood that the insurance required by the City of Oshkosh is primary coverage and that any insurance or self insurance maintained by the City of Oshkosh, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. LIABILITY COVERAGE

A. Garage Liability – The following minimum Limits of Liability are required:

1. \$1,000,000 Auto Only
2. \$1,000,000 Other than Auto – Each Accident
3. \$3,000,000 Other than Auto - Aggregate

B. Garage Keepers Liability – Must be “Primary” Basis

1. Limit of Insurance - \$75,000
2. Perils/Deductible
 - a) Comprehensive - \$500 Deductible (maximum)
 - b) Collision - \$500 Deductible (maximum)
3. Must cover vehicles being towed **AND** stored (if the exposure exists within the scope of the work)

2. WORKERS COMPENSATION AND EMPLOYERS LIABILITY – “If” required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.

A. Must carry coverage for Statutory Workers Compensation and an Employers Liability limit of:

1. \$100,000 Each Accident
2. \$500,000 Disease Policy Limit
3. \$100,000 Disease – Each Employee

3. APPLICABLE TO ALL CONTRACTS

A. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* 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.

A. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of project work - **City of Oshkosh, and its officers, council members, agents, employees and authorized volunteers. This does not apply to Workers Compensation Policies.**

C. Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days’ prior written notice has been given to the City Clerk – City of Oshkosh.



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<div style="border: 1px solid black; padding: 5px;"> <i>Insurance Agency contact information, including street address and PO Box if applicable.</i> </div>	CONTACT NAME:	<div style="border: 1px solid black; padding: 5px;"> <i>Insurance Agent's contact information.</i> </div>	FAX (A/C. No.):	
		PHONE (A/C. No. Ext):		E-MAIL ADDRESS:	
INSURED	<div style="border: 1px solid black; padding: 5px;"> <i>Insured's contact information, including name, address and phone number.</i> </div>	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: ABC Insurance Company		NAIC #	
		INSURER B: XYZ Insurance Company		NAIC #	
		INSURER C:			
		INSURER D:	<div style="border: 1px solid black; padding: 5px;"> <i>Insurer(s) must have a minimum A.M. Best rating of A- and a Financial Performance Rating of VI or better.</i> </div>		
		INSURER E:			
		INSURER F:			

COVERAGES PROD/CUSTOMER ID: CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE AMY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GARAGE LIABILITY <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Garage Liability Policy Number	Policy effective and expiration date.		AUTO ONLY (Ea accident) \$ 1,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 3,000,000
	GARAGE KEEPERS LIABILITY <input type="checkbox"/> LEGAL LIABILITY <input checked="" type="checkbox"/> DIRECT BASIS <input checked="" type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Garage Keepers Liability Policy Number	Policy effective and expiration date.		<input checked="" type="checkbox"/> COMP / OTC LOC <input checked="" type="checkbox"/> \$ 75,000 <input type="checkbox"/> SPECIFIED PERILS LOC <input type="checkbox"/> \$ <input checked="" type="checkbox"/> COLLISION LOC <input checked="" type="checkbox"/> \$ 75,000 <input type="checkbox"/> LOC <input type="checkbox"/> \$
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) N If yes, describe under REMARKS below	<input type="checkbox"/>	<input type="checkbox"/>	Workers Compensation Policy Number	Policy effective and expiration date.		<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 100,000 E.I. DISEASE - EA EMPLOYEE \$ 100,000 E.I. DISEASE - POLICY LIMIT \$ 500,000
		<input type="checkbox"/>	<input type="checkbox"/>				

REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds on the Garage and Garage Keepers Liability shall be the City of Oshkosh, and its officers, council members, agents, employees and authorized volunteers. Comprehensive coverage with a maximum \$500 deductible and Collision coverage with a \$500 maximum deductible insuring both towing and storage exposures is required.

CERTIFICATE HOLDER**CANCELLATION**

City of Oshkosh, Attn: City Clerk
215 Church Avenue
PO Box 1130
Oshkosh, WI 54903-1130

**Insurance Standard X
Garage & Garage Keepers
SAMPLE CERTIFICATE**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CITY OF OSHKOSH
INSURANCE REQUIREMENTS**

XI. NATURAL PRAIRIE BURNING INSURANCE REQUIREMENTS

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable City department before the contract or purchase order is considered for approval by the City.

It is hereby agreed and understood that the insurance required by the City of Oshkosh is primary coverage and that any insurance or self insurance maintained by the City of Oshkosh, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (1) \$1,000,000 each occurrence limit
 - (2) \$1,000,000 personal liability and advertising injury
 - (3) \$2,000,000 general aggregate
 - (4) \$2,000,000 products – completed operations aggregate
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (1) Premises and Operations Liability
 - (2) Contractual Liability
 - (3) Personal Injury
 - (4) Explosion, collapse and underground coverage
 - (5) Products/Completed Operations must be carried for 1 year after acceptance of completed work
- D. Insurance may **NOT** exclude property damage due to fire.

2. BUSINESS AUTOMOBILE COVERAGE– If this exposure shall exist:

- A. \$1,000,000 combined single limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for Symbol #1 - “Any Auto” – including Owned, Non-Owned and Hired Automobile Liability.

3. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY** – “If” required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.
- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability limit of:
- (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee

4. **ADDITIONAL PROVISIONS**

- A. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* 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. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of project work - **City of Oshkosh, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 or its equivalent and also include Products – Completed Operations ISO form CG 20 37 07 04 or its equivalent for a minimum of 1 year after acceptance of work. This does not apply to Workers Compensation.**
- C. Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days’ prior written notice has been given to the City Clerk – City of Oshkosh.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Insurance Agency contact information, including street address and PO Box if applicable.	CONTACT NAME:	Insurance Agent's contact information.	FAX (A/C. No.):	
		PHONE (A/C. No. Ext):		E-MAIL ADDRESS:	
INSURED	Insured's contact information, including name, address and phone number.	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A:	ABC Insurance Company	NAIC #	
		INSURER B:	XYZ Insurance Company	NAIC #	
		INSURER C:	LMN Insurance Company	NAIC #	
		INSURER D:	Insurer(s) must have a minimum A.M. Best rating of A- and a Financial Performance Rating of VI or better.		
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Liability Policy Number	Policy effective and expiration date.		EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> ISO FORM CG 20 37 OR EQUIVALENT						PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000	
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Auto Liability Policy Number	Policy effective and expiration date.		PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				\$	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below						Workers Compensation Policy Number	Policy effective and expiration date.
			E.L. DISEASE - EA EMPLOYEE \$ 100,000					
			E.L. DISEASE - POLICY LIMIT \$ 500,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds per attached endorsements.

Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days' prior written notice has been given to the City Clerk - City of Oshkosh.

CERTIFICATE HOLDER**CANCELLATION**

City of Oshkosh, Attn: City Clerk
215 Church Avenue
PO Box 1130
Oshkosh, WI 54903-1130

Insurance Standard XI
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As required by contract	Any and all job sites
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Insurance Standard XI
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by contract	Any and all job sites
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

Insurance Standard XI
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.