



Right-of-Way License and Bond Submittal Checklist

- Review City's License Applications and City's Bond Forms. Match License and Bond to scope of intended work.
- Complete License Application and have signed by authorized personnel.
- Review Bond Form for correct license end date. All licenses will terminate on December 31st of the same year the bond was issued. City Staff will enter bond issuance date. All bonds shall cover an additional two (2) year maintenance period beyond the license's expiration date.
- Bond Form to be signed correctly by authorized personnel.
- Acquire proof of insurance documentation showing all required insurance coverages, including endorsements showing required additional insured's.
- Provide payment for License. Checks should be identified as payment of License Application Fee.
- Submit signed **ORIGINAL** Bond and License Forms and insurance documentation to Department of Public Works-Engineering Division.

FEE: \$20.00

ANNUAL RIGHT-OF-WAY EXCAVATION LICENSE

Application is made for a license to work within the Right-of-Way:

NAME: _____

Type of organization:

___ individual ___ partnership

E-MAIL: _____

___ corporation

ADDRESS: _____

State of Incorporation _____

I (We) further agree to provide the City of Oshkosh with a surety bond issued by a company licensed in the State of Wisconsin in the amount of Twenty Five Thousand Dollars (\$25,000.00).

I (we) further agree to secure a Commercial General Liability Policy with limits of:

- (a) \$500,000 each occurrence
- (b) \$500,000 personal liability and advertising injury
- (c) \$500,000 general aggregate
- (d) \$500,000 products – completed operations aggregate

and shall name the City of Oshkosh, its officers, council members, agents, employees, and authorized volunteers as an additional insured thereon. Proof of said coverage in the form of an insurance certificate shall be submitted to the City of Oshkosh **prior to issuance** of any permit to perform work within the right-of-way.

Each individual project/address at which work will be performed requires a separate permit which may be obtained from the City of Oshkosh Public Works Department-Engineering Division.

DATE ISSUED: _____

EXPIRATION: _____

BOND TERM: _____

INSURANCE TERM: _____

DATE: _____

Applicant's Signature

Telephone Number

ANNUAL RIGHT-OF-WAY EXCAVATION BOND

PRINCIPAL(S)(Legal name(s) and business address(es))

Type of organization:

___ individual ___ partnership

___ corporation

Surety(ies) (Name(s) and business address(es))

State of Incorporation _____

Penal Sum of Bond: \$25,000.00

OBLIGATION:

We, the Principal(s) and Surety(ies), are firmly bound to the City of Oshkosh in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

CONDITIONS:

The Principal contemplates performing work within the right-of-way area(s) within the City of Oshkosh from time to time during the calendar year shown below. The Principal desires that all of those projects be covered by a single bond rather than a separate bond for each contract.

The Principal shall faithfully perform all work done in the City of Oshkosh with proper care and skill; obey all laws of the State of Wisconsin and ordinances of the City of Oshkosh in connection with such work performed and with the employment of labor; properly replace and restore any street, sidewalk, terrace, or other public right-of-way, vacated right-of-way, or City easement areas in accordance with the current edition of the Standard Specifications for City of Oshkosh, Wisconsin; and pay to the City of Oshkosh any amounts due for services or materials furnished in connection therewith within one (1) month of invoice.

The Principal shall for a period beginning on the date of issuance of this bond through a two (2) year period from the expiration date of the annual license save, defend, and hold harmless the City of Oshkosh from and against any and all claims, damages, costs, and expenses of any kind or character arising out of or resulting, however remotely, from the work performed by the Principal under the attached license, including but not limited to, all accidents and damages caused by any failure to erect and maintain sufficient barriers or lights at the place where licensee has placed obstruction or performed work, or by failure to guard against injury to persons passing upon the street or sidewalk, or by failure to promptly remove all tools, implements, refuse, and unused materials from said right-of-way. The Principal shall indemnify and refund to the City of Oshkosh all sums which it may become obligated to pay, including damages, punitive damages, attorney fees, and court costs, within thirty (30) days of written demand for payment; however, the penal sum of this bond shall not exceed \$25,000.

It is understood and agreed by the Principal(s) and Surety(ies) that this bond supplements, but does not take the place of, any liability insurance required to be carried by said Principal(s) herein by the City of Oshkosh policies or ordinances.

TERM OF BOND:

This bond shall cover work performed from _____ (Date of Issuance) to December 31, 20____ (the annual license period). This bond shall cover claims made for work performed during this annual license period and for an additional two (2) year maintenance period beyond the expiration of this annual license period. The principal agrees to correct all maintenance issues brought to the attention of the Principal(s) upon receiving notice from the City of Oshkosh within the two (2) year maintenance period.

SIGNATURES/SEALS:

For the Principal:

For the Surety:

Signature

Signature

Name

Name

Title

Title

Address

Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm or partnership or an officer of the corporation involved.

**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	<i>Insurance Agency contact information, including street address and PO Box if applicable.</i>	CONTACT NAME:	<i>Insurance Agent's contact information.</i>	FAX (A/C. No.):	
		PHONE (A/C. No. Ext):		E-MAIL ADDRESS:	
INSURED	<i>Insured's contact information, including name, address and phone number.</i>	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:	<i>Insurer(s) must have a minimum A.M. Best rating of A- and a Financial Performance Rating of VI or better.</i>		
		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"/>	<i>General Liability Policy Number</i>	<i>Policy effective and expiration date.</i>		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"/>	<i>Auto Liability Policy Number</i>	<i>Policy effective and expiration date.</i>		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"/> 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 \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	<i>Workers Compensation Policy Number</i>	<i>Policy effective and expiration date.</i>		<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
		<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.