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**OSHKOSH**

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ON THE WATER

## ***Insurance Requirements for the City of Oshkosh***

Revised: May 9, 2012  
Revised: December 21, 2011  
Revised: March 31, 2011  
Original: January 14, 2011

# **City of Oshkosh Insurance Requirements**

## **INTRODUCTION**

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 Coordinator.

The City Attorney and/or the Safety & Risk Management Coordinator 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 Coordinator.

## **INSURANCE STANDARDS INDEX**

- I.** Contractor's Insurance with Bond & Property Insurance Requirements
- II.** Contractor's Insurance with Bond Requirements (excluding Property Insurance Requirements)
- III.** Contractor's Insurance (excluding Bond and Property Insurance Requirements)
- IV.** Professional Services Liability Insurance Requirements
- V.** Pollution Exposures Liability Insurance Requirements  
(**Must be combined with I, II, or III above for proper coverage**)
- VI.** Street / Sidewalk Obstruction / Sidewalk Layers / Curb Cut Contractors / Work In Right-Of-Way Licenses Insurance Requirements
- VII.** Housing Improvement Programs / Block Grants Construction Insurance Requirements
- VIII.** Special Events Insurance Requirements
- IX.** Razing and Removal of Buildings and Material Insurance Requirements

**CITY OF OSHKOSH  
INSURANCE REQUIREMENTS**

**I. CONTRACTOR'S INSURANCE WITH BOND AND PROPERTY 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) <b>per project</b>  | \$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) <b>if</b> 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 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. Property Insurance Coverage to be provided by the contractor, if the exposure exists.
  - 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. 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.
  
- H. Also, see requirements under Section 3.

I. Bond Requirements

1. Bid Bond. The contractor will 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.
2. Payment and Performance Bond. If awarded the contract, the contractor will 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.
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 include Products – Completed Operations equivalent to ISO form CG 20 37 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	<b>GENERAL LIABILITY</b>	<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	<b>AUTOMOBILE LIABILITY</b>	<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	<b>UMBRELLA LIAB</b> <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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<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

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

Additional Insureds on all Liability Policies arising out of project work shall be City of Oshkosh, and it's officers, council members, agents, employees and authorized volunteers.  
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	<b>Insurance Standard I</b> <b>SAMPLE CERTIFICATE</b> 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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**CITY OF OSHKOSH  
INSURANCE REQUIREMENTS**

**II. CONTRACTOR’S INSURANCE WITH BOND REQUIREMENTS**

(excluding Property 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:

- |    |  |             |
|----|--|-------------|
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| 5. | Fire Damage limit — any one fire   | \$50,000    |
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| 7. | Watercraft Liability, (Protection & Indemnity coverage) <b>if</b> 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. |             |
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- 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.
- H. Bond Requirements
1. Bid Bond. The contractor will 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.
  2. Payment and Performance Bond. If awarded the contract, the contractor will 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.
  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.
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1/14/11

- 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)

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**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	<b>GENERAL LIABILITY</b>	<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
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B	<b>AUTOMOBILE LIABILITY</b>	<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	<b>UMBRELLA LIAB</b> <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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<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 on all Liability Policies arising out of project work shall be City of Oshkosh, and it's officers, council members, agents, employees and authorized volunteers.  
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**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

**CITY OF OSHKOSH  
INSURANCE REQUIREMENTS**

**III. CONTRACTOR'S INSURANCE REQUIREMENTS**

(excluding Bond and Property 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) <b>per project</b>  | \$2,000,000 |
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| 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.
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- 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 include Products – Completed Operations equivalent to ISO form CG 20 37 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:			

**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	<b>GENERAL LIABILITY</b>	<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:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<b>AUTOMOBILE LIABILITY</b>	<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	<b>UMBRELLA LIAB</b> <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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<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 on all Liability Policies arising out of project work shall be City of Oshkosh, and it's officers, council members, agents, employees and authorized volunteers.  
 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	<b>Insurance Standard III</b> <b>SAMPLE CERTIFICATE</b> 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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**CITY OF OSHKOSH  
INSURANCE REQUIREMENTS**

**IV. 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**

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 the General Liability and Business Automobile Liability coverage 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 include Products – Completed Operations equivalent to ISO form CG 20 37 for a minimum of 2 years after acceptance of the 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.



**CITY OF OSHKOSH  
INSURANCE REQUIREMENTS**

**V. POLLUTION EXPOSURES LIABILITY INSURANCE REQUIREMENTS**

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

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

1/14/11

- 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**

**VI. STREET / SIDEWALK OBSTRUCTION /  
SIDEWALK LAYERS / CURB CUT CONTRACTORS /  
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**

- 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 include Products – Completed Operations equivalent to ISO form CG 20 37 for a minimum of 2 years after acceptance of the 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)

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**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	<b>GENERAL LIABILITY</b>	<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	<b>AUTOMOBILE LIABILITY</b>	<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) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<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
		<input type="checkbox"/>	<input type="checkbox"/>				

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

Additional Insureds on the Liability Policies arising out of project work shall be City of Oshkosh, and it's officers, council members, agents, employees and authorized volunteers.

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 VI**  
**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

**CITY OF OSHKOSH  
INSURANCE REQUIREMENTS**

**VII. 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**

- 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 include Products – Completed Operations equivalent to ISO form CG 20 37 for a minimum of 2 years after acceptance of the 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)

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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	<b>GENERAL LIABILITY</b>	<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	<b>AUTOMOBILE LIABILITY</b>	<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) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<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
		<input type="checkbox"/>	<input type="checkbox"/>				

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

Additional Insureds on the Liability Policies arising out of project work shall be City of Oshkosh, and it's officers, council members, agents, employees and authorized volunteers.

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 VII**  
**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

## CITY OF OSHKOSH INSURANCE REQUIREMENTS

### VIII. 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, 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:
  - 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.

### 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, or 7) events with live animals. 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
  - (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:

- 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	<b>GENERAL LIABILITY</b>	<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"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 500,000
							\$
B	<b>AUTOMOBILE LIABILITY</b>	<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	<b>UMBRELLA LIAB</b> <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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<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 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 it's officers, council members, agents, employees and authorized volunteers.**

**For General Liability - General Aggregate applies to "Event"**

**CERTIFICATE HOLDER****CANCELLATION**

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

**Insurance Standard VIII  
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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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**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:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	<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	<b>AUTOMOBILE LIABILITY</b>	<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) \$
							\$
				This coverage is required UNLESS the City determines that the risk does not exist			\$
C	<b>UMBRELLA LIAB</b> <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 \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			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 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 it's officers, council members, agents, employees and authorized volunteers.

**For general Liability - General Aggregate applies to "Event"**

**CERTIFICATE HOLDER****CANCELLATION**

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

**Insurance Standard VIII  
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**

**IX. 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) <b>per project</b>  | \$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) <b>”if”</b> 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 include Products – Completed Operations equivalent to ISO from CG 20 37 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)

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**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	<b>GENERAL LIABILITY</b>	<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	<b>AUTOMOBILE LIABILITY</b>	<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	<b>UMBRELLA LIAB</b> <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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<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 on the Liability Policies arising out of project work shall be City of Oshkosh, and it's officers, council members, agents, employees and authorized volunteers.

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 IX**  
**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