

CERTIFICATES OF INSURANCE

INTRODUCTION

It is important that the City 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. This is normally done by requiring the other party to carry a certain level of insurance to 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 Departments when certificates of insurance are being required.

Note: Until the appropriate certificate of insurance is obtained the City should NOT be issuing a license, permit or entering into a contract.

INSURANCE STANDARDS BY CATEGORY

1. LARGE EXPOSURE JOB

- a) This would include concrete paving, asphalt paving, sewer construction, excavation, blasting, bridges, demolition, building construction, water tower cleaning, etc.
- b) Insurance requirements - Exhibit A would normally apply.

Note: If the work being done involves exposures which are beyond what would normally be expected or project values are very high, there may be a need to increase the limit of the umbrella.

2. SMALL EXPOSURE JOB

- a) This would include sidewalk construction, street patch repair, tree pruning, roofing, plumbing, painting and electrical work, janitorial services, heating, parking ramp equipment replacement, etc.
- b) Insurance requirements - Exhibit B would normally apply.

3. SERVICE AGREEMENTS

- a) This would normally include elevator maintenance, Johnston control, boiler maintenance, heating and ventilation, etc.
- b) Insurance requirements - Exhibit B would normally apply.

4. PROFESSIONAL SERVICE AGREEMENTS

- a) This would normally include architects, engineers, consultants, medical professionals, attorneys, accountants, etc.
- b) Insurance requirements - Exhibit C would normally apply.
- c) On more complex jobs a decision will be made by the Department Head and Human Resources Director whether higher limits are necessary.

5. SPECIAL EVENTS

a) SMALL EXPOSURE EVENTS

This would normally include block parties, concerts (under 500 spectators), most private gatherings in parks, plays, or activities that draw less than 250 people. Insurance requirements - certificates of insurance are normally not required for these activities. However, the sponsoring organization is responsible for any losses which may occur as a result of their activity. Further, they are required to sign a Hold Harmless, Indemnification and defense sheet (See #8) and encouraged to carry adequate insurance to protect themselves.

b) MEDIUM EXPOSURE EVENTS

This would include events such as concerts (not rock), dances, parades (under 500 spectators), auto shows, animal shows or activities that draw 250-5,000 people or activities requiring "street occupancy permits". Insurance requirements - Exhibit D3 would normally apply.

c) LARGE EXPOSURE EVENTS - under 25,000 people - see Exhibit D1

This would include events such as parades, rock concerts, bike races, circuses, sidewalk sales, or activities that draw between 5,000 and 25,000 people or events with amusement devices, pony rides, bleachers used to seat more than 500 people or Fireworks displays. Insurance requirements - Exhibit D1, would normally apply.

d) LARGE EXPOSURE EVENTS - Over 25,000 people - see Exhibit D2

This would include all events listed above where attendance is over 25,000. Insurance requirements - Exhibit D2 would normally apply.

6. CONCESSIONERS AND BUSINESS TENANTS

- a) This would include food and beverage concessions, and business space rental for offices, storage or other purposes.
- b) Insurance requirements - Exhibit B would normally apply.

7. MISCELLANEOUS

- a) This could include jobs or activities such as asbestos abatement, pollution clean up, oil recycling, hazardous waste removal, or any new contract or activities where it is not clear what level of insurance should be required.
- b) Insurance requirements for these types of activities would normally be set by the Department Head and Human Resources Director.

8. INDEMNIFICATION CLAUSE

All City contracts should contain an indemnification clause like the following:

Contractor agrees to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damages, expenses, costs, including attorney fees arising out of the work performed as described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

REVIEW OF CERTIFICATES OF INSURANCE

The Human Resources Department will be responsible for the review of ALL certificates of insurance to determine if they meet the requirements of the standards. All correspondence to various insurance companies or agents will be done by the Human Resources Department.

WAIVER OR MODIFICATION OF INSURANCE REQUIREMENTS

There may be times when an organization or contractor can not meet our insurance requirements. Any significant variance from our standards must be authorized by the Director of Human Resources.

"EXHIBIT A"

**INSURANCE REQUIREMENTS
FOR CITY OF APPLETON
"LARGE EXPOSURE JOBS" w/\$2 mil umbrella**

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self insurance maintained by the City of Appleton, 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 or the length of time that is specified in the contract.

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate – per project
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit

- B. Claims made form of coverage is not acceptable.

- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Contractual Liability including coverage for the joint negligence of the City of Appleton, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) The general aggregate must apply separately to this project/location

2. BUSINESS AUTOMOBILE COVERAGE

- A. Limits - \$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 Statute or any Workers Compensation Statutes of a different state.

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

4. UMBRELLA COVERAGE

- A. Limits - \$2,000,000 each occurrence/\$2,000,000 aggregate
- B. Claims made coverage is not acceptable
- C. \$10,000 self-insured retention
- D. Must be no less broad than underlying coverages

5. 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 (including passenger liability) and property damage.
- B. Any liability exclusions relating to slung cargo must be deleted.

6. BUILDER'S RISK/INSTALLATION FLOATER

- A. City of Appleton 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 are to be installed or erected by the contractor unless coverage is specifically to be purchased by the City of Appleton and specified in the contract documents.

If coverage is desired for this exposure, the contractor may, at his own cost, procure insurance to cover same.

7. AUTOMOBILE POLLUTION LIABILITY (including loading and unloading)
If you're hauling or moving pollutants or hazards materials then the City of Appleton requires additional coverage. (Please contact the Human Resources Department (920) 832-6300 for the specifics.)

- A. Limits - \$1,000,000 each occurrence
\$2,000,000 annual aggregate
- B. Maximum deductible is \$2,500. Insured is responsible for any claims under the deductible
- C. Must cover pollutant clean up, and resulting bodily injury and property damage liability.
- D. Must cover liability for "any auto" including owned, non-owned and hired automobile liability.

8 . ADDITIONAL PROVISIONS

*** Additional Insured - On the General Liability Coverage, Business Automobile Coverage, Aircraft Liability, Umbrella Coverage and Automobile Pollution Liability. City of Appleton, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.**

*** Endorsement -**

The Additional Insured Policy endorsement must accompany the Certificate of Insurance.

*** Certificates of Insurance -**

A copy of the Certificate of Insurance must be on file with the City Clerk.

*** Notice -**

NOTE: City of Appleton requires 30 day written notice of cancellation, non-renewal or material change in the insurance coverage.

***The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.**

"EXHIBIT A"
(Excluding Builders Risk & Auto Pollution w/\$2 mil umbrella)

**INSURANCE REQUIREMENTS
FOR CITY OF APPLETON
"LARGE EXPOSURE JOBS"**

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self insurance maintained by the City of Appleton, 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 or the length of time that is specified in the contract.

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate – per project
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Contractual Liability including coverage for the joint negligence of the City of Appleton, it officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) The general aggregate must apply separately to this project/location

2. BUSINESS AUTOMOBILE COVERAGE

- A. Limits - \$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 Statute or any Workers Compensation Statutes of a different state.
- A. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:
 - \$100,000 Each Accident
 - \$500,000 Disease Policy Limit
 - \$100,000 Disease - Each Employee

4. **UMBRELLA COVERAGE**

- A. Limits - \$2,000,000 each occurrence/\$2,000,000 aggregate
- B. Claims made coverage is not acceptable
- C. \$10,000 self-insured retention
- D. Must be no less broad than underlying coverages

5. **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 (including passenger liability) and property damage.
- B. Any liability exclusions relating to slung cargo must be deleted.

6. **ADDITIONAL PROVISIONS**

*** Additional Insured - On the General Liability Coverage, Business Automobile Coverage, Aircraft Liabilities, Umbrella Coverage and Automobile Pollution Liability. City of Appleton, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.**

*** Endorsement -**

The Additional Insured Policy endorsement must accompany the Certificate of Insurance.

*** Certificates of Insurance -**

A copy of the Certificate of Insurance must be on file with the City Clerk.

*** Notice -**

NOTE: City of Appleton requires 30 day written notice of cancellation, non-renewal or material change in the insurance coverage.

***The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.**

"EXHIBIT B"

INSURANCE REQUIREMENTS FOR CITY OF APPLETON "SMALL EXPOSURE JOBS"

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self insurance maintained by the City of Appleton, 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 or the length of time that is specified in the contract.

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate – per project
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Contractual Liability including coverage for the joint negligence of the City of Appleton, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) The general aggregate must apply separately to this project/location

2. BUSINESS AUTOMOBILE COVERAGE

- A. Limits - \$250,000 each person/\$500,000 each accident for Bodily Injury and \$100,00 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 Statute or any Workers Compensation Statutes of a different state.

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:
 - \$100,000 Each Accident
 - \$500,000 Disease Policy Limit

\$100,000 Disease - Each Employee

4. BUILDER'S RISK/INSTALLATION FLOATER

- A. City of Appleton 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 are to be installed or erected by the contractor unless coverage is specifically to be purchased by the City of Appleton and specified in the contract documents.

If coverage is desired for this exposure, the contractor may, at his own cost, procure insurance to cover same.

5. ADDITIONAL PROVISIONS

*** Additional Insured - On the General Liability Coverage & Business Automobile Coverage. City of Appleton, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.**

*** Endorsement -**

The Additional Insured Policy endorsement must accompany the Certificate of Insurance.

*** Certificates of Insurance -**

A copy of the Certificate of Insurance must be on file with the City Clerk.

*** Notice -**

NOTE: City of Appleton requires 30 day written notice of cancellation, non-renewal or material change in the insurance coverage.

***The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.**

"EXHIBIT C"

INSURANCE REQUIREMENTS FOR CITY OF APPLETON PROFESSIONAL SERVICE AGREEMENT

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self insurance maintained by the City of Appleton, 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 or the length of time that is specified in the contract.

1. PROFESSIONAL LIABILITY

- A. Limits
 - (a) \$500,000 each claim/\$1,000,000 annual aggregate
- B. Must continue coverage for 2 years after final payment for service/job

2. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate – per project
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Contractual Liability including coverage for the joint negligence of the City of Appleton, it officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) The general aggregate must apply separately to this project/location

3. BUSINESS AUTOMOBILE COVERAGE

- A. Limits - \$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

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 Employers Liability limit of:
\$100,000 Each Accident
\$500,000 Disease Policy Limit
\$100,000 Disease - Each Employee

5. ADDITIONAL PROVISIONS

*** Additional Insured - On the General Liability Coverage and Business Automobile Coverage. City of Appleton, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.**

*** Endorsement -**

The Additional Insured Policy endorsement must accompany the Certificate of Insurance.

*** Certificates of Insurance -**

A copy of the Certificate of Insurance must be on file with the City Clerk.

*** Notice -**

NOTE: City of Appleton requires 30 day written notice of cancellation, non-renewal or material change in the insurance coverage.

***The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.**

"EXHIBIT D-1"

**INSURANCE REQUIREMENTS
FOR CITY OF APPLETON
SPECIAL EVENTS – large event less than 25,000 people**

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self insurance maintained by the City of Appleton, 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
 - (a) \$1,000,000 general aggregate – per project
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Contractual Liability including coverage for the joint negligence of the City of Appleton, it officers, council members, agents, employees, authorized volunteers and the named insured.
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) The general aggregate must apply separately to this project/location

2. BUSINESS AUTOMOBILE COVERAGE

- A. Limits - \$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 Statute or any Workers Compensation Statutes of a different state.

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:
 - \$100,000 Each Accident
 - \$500,000 Disease Policy Limit
 - \$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 damage.
 - B. Any liability exclusions relating to slung cargo must be deleted.

5. **LIQUOR LIABILITY** - If the event holder is selling alcoholic beverages then Liquor Liability with the following limit and coverage must be carried:
 - A. Limits - \$500,000 each occurrence/ \$500,000 aggregate

6. **ADDITIONAL PROVISIONS**

* Additional Insured - On the General Liability Coverage, Business Automobile Coverage, Aircraft Liability and Liquor Liability. City of Appleton, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.

* Endorsement -

The Additional Insured Policy endorsement must accompany the Certificate of Insurance.

* Certificates of Insurance -

A copy of the Certificate of Insurance must be on file with the City Clerk.

* Notice -

NOTE: City of Appleton requires 30 day written notice of cancellation, non-renewal or material change in the insurance coverage.

*The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All Carriers shall be admitted carriers in the State of Wisconsin.

"EXHIBIT D-2"

**INSURANCE REQUIREMENTS
FOR CITY OF APPLETON
SPECIAL EVENTS – large event over 25,000 people**

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self insurance maintained by the City of Appleton, 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
 - (a) \$1,000,000 general aggregate – per project
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Contractual Liability including coverage for the joint negligence of the City of Appleton, its officers, council members, agents, employees, authorized volunteers and the named insured.
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) The general aggregate must apply separately to this project/loan

2. BUSINESS AUTOMOBILE COVERAGE

- A. Limits - \$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 Statute or any Workers Compensation Statutes of a different state.

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:
\$100,000 Each Accident

\$500,000 Disease Policy Limit
\$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 damage.
 - B. Any liability exclusions relating to slung cargo must be deleted.

5. **UMBRELLA COVERAGE**

- A. Limits - \$2,000,000 each occurrence/\$2,000,000 aggregate
- B. Claims made coverage is not acceptable
- C. \$10,000 self-insured retention
- D. Must be no less broad than underlying coverage

6. **LIQUOR LIABILITY** - If the event holder is selling alcoholic beverages then Liquor Liability with the following limit and coverage must be carried:

- A. Limits - \$500,000 each occurrence/ \$500,000 aggregate

7. **ADDITIONAL PROVISIONS**

*** Additional Insured - On the General Liability Coverage, Business Automobile Coverage, Aircraft Liability, Liquor Liability and Umbrella Coverage. City of Appleton, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.**

*** Endorsement -**

The Additional Insured Policy endorsement must accompany the Certificate of Insurance.

*** Certificates of Insurance -**

A copy of the Certificate of Insurance must be on file with the City Clerk.

*** Notice -**

NOTE: City of Appleton requires 30 day written notice of cancellation, non-renewal or material change in the insurance coverage.

***The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.**

"EXHIBIT D-3"

INSURANCE REQUIREMENTS

**FOR CITY OF APPLETON
SPECIAL EVENTS – medium exposure 250-5,000 people**

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self insurance maintained by the City of Appleton, 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
 - (a) \$1,000,000 general aggregate – per project
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Contractual Liability including coverage for the joint negligence of the City of Appleton, its officers, council members, agents, employees, authorized volunteers and the named insured.
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) The general aggregate must apply separately to this project/location

2. BUSINESS AUTOMOBILE COVERAGE - If used before, during or after the event.

- A. Limits - \$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

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 Employers Liability limit of:
 - \$100,000 Each Accident
 - \$500,000 Disease Policy Limit
 - \$100,000 Disease - Each Employee

4. **LIQUOR LIABILITY** - If the event holder is selling alcoholic beverages then Liquor Liability with the following limit and coverage must be carried:

A. Limits - \$500,000 each occurrence/\$500,000 aggregate

5. **ADDITIONAL PROVISIONS**

*** Additional Insured - On the General Liability Coverage, Business Automobile Coverage and Liquor Liability. City of Appleton, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.**

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**INSURANCE REQUIREMENTS
FOR CITY OF APPLETON**

“COMMUNITY DEVELOPMENT BLOCK GRANT JOBS”

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self insurance maintained by the City of Appleton, 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 or the length of time that is specified in the contract.

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$500,000 general aggregate – per project
 - (b) \$500,000 products - completed operations aggregate
 - (c) \$300,000 personal injury and advertising injury
 - (d) \$300,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Contractual Liability
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) The general aggregate must apply separately to this project/location

2. BUSINESS AUTOMOBILE COVERAGE

- A. Limits - \$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 Statute or any Workers Compensation Statutes of a different state.

- A. Must carry coverage for statutory Workers Compensation and Employers Liability limit of:
 - \$100,000 Each Accident
 - \$500,000 Disease Policy Limit
 - \$100,000 Disease - Each Employee

4. BUILDER'S RISK/INSTALLATION FLOATER

- A. City of Appleton 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 are to be installed or erected by the contractor unless coverage is specifically to be purchased by the City of Appleton and specified in the contract documents.

If coverage is desired for this exposure, the contractor may, at his own cost, procure insurance to cover same.

5. ADDITIONAL PROVISIONS

*** Additional Insured - On the General Liability Coverage and Business Automobile Coverage. City of Appleton, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.**

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**CITY OF APPLETON
INSURANCE REQUIREMENTS**

“POLLUTION EXPOSURES”

I. Contractors Pollution Liability

- A. Definition of “Covered Operations” in the policy must include the type of work being done for the City of Appleton
- B. Limits of Liability
 - \$ 500,000 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 the Contractor
- D. The City of Appleton, its Council Members and employees must be Additional Insureds
- E. If Subcontractors are used in the work, then this policy must also cover the Subcontractors
- F. Certificate of Insurance must state:
 - 1. If the policy is an Occurrence Form or a Claims Made Form
 - 2. Will Defense Costs reduce the Limit of Liability
 - 3. Does the policy cover Motor Vehicle loading and unloading claims
 - 4. Is there a Super Fund Exclusion
 - 5. Does the definition of Bodily Injury include mental anguish and emotional distress?

II. Motor Vehicle/Automobile Pollution Liability

- A. Definition of “Covered Operations” in the policy must include the type of work being done for the City of Appleton
- B. Limits of Liability:
 - \$ 500,000 Aggregate for Bodily Injury, Property Damage, Environment Damage
 - \$1,000,000 Aggregate for Bodily Injury, Property Damage, Environment Damage(Environmental Damage includes Pollution and clean-up costs)
- C. Deductible must be paid by the Contractor
- D. The City of Appleton, its Council Members and employees must be Additional Insureds

- E. If Subcontractors are sued in the work, then this policy must also cover the Subcontractors
- F. Specify if “Wrongful Delivery” is covered
- G. Must cover Motor Vehicle loading and unloading. (Please show on Certificate of Insurance)
- H. Certificate of Insurance must specify:
 1. If the policy is an “Occurrence Form” of “Claims Made”
 2. Will the Defense Cost reduce the Limit of Liability
 3. That clean-up costs are covered
 4. Is there a Super Fund Exclusion
 5. Does the definition of Bodily Injury include mental anguish and emotional distress

III. **Professional Liability - Environmental Consultants/Engineers**

- A. Definition of “Covered Operations” in the policy must include the type of work being done for the City of Appleton
- B. Limits of Liability

\$ 500,000	Each Loss for actual or alleged Negligent Acts and Errors and Omissions arising from Professional Services rendered for the City of Appleton
\$1,000,000	Aggregate for all claims
- C. Deductible must be paid by the Consultants/Engineers
- D. The City of Appleton, its Council Members, and Employees must be Additional Insureds
- E. If Subcontractors are used in the work, then this policy must also cover the Subcontractors
- F. Certificate of Insurance must state:
 1. If the policy is an Occurrence Form or a Claims Made Form
 2. Will Defense Costs reduce the Limit of Liability
 3. Is there an Underground Storage Tank Exclusion
 4. Is there a Super Fund Exclusion
 5. Is there a Contractual Liability Exclusion