



Insurance Requirements for the City of Oshkosh

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

City of Oshkosh Insurance Requirements

INTRODUCTION

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

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

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

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

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

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

**CITY OF OSHKOSH
INSURANCE REQUIREMENTS**

III. PROFESSIONAL SERVICES LIABILITY INSURANCE REQUIREMENTS

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

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

1. PROFESSIONAL LIABILITY

A. Limits

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

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

2. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

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

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

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

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

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

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

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

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

6. **ADDITIONAL PROVISIONS**

- A. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
- B. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of project work - **City of Oshkosh, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 or its equivalent and also include Products – Completed Operations ISO form CG 20 37 07 04 or its equivalent for a minimum of 2 years after acceptance of work. This does not apply to Professional Liability, Workers Compensation and Employers Liability.**
- C. Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non renewed until at least 30 days’ prior written notice has been given to the City Clerk – City of Oshkosh.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

Additional Insureds per attached endorsements.

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

CERTIFICATE HOLDER**CANCELLATION**

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

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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