

# SCHEDULE "B" - INSURANCE REQUIREMENTS

## Certificates of Insurance

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The Contractor shall instruct his/her insurance carrier to complete the attached City of Madison Certificate of Insurance form. This insurance certificate shows the type, amount, class of operations covered, effective dates and dates of expiration of policies. Contractors should also be aware that unless the coverage limits are those specified below, approval will not be granted. Failure to have proper insurance can result in your prequalification being revoked. It can also stop any work you may be doing on a project. **Please ask your insurance agent to send a new certificate of insurance each time the old one expires.**

### **A. Insurance Requirements for Concrete Layers, Asphalt Pavers, Mudjackers, Sewer Drain Cleaners, Sewer CCTV Inspectors, Private Snow Removal Equipment, Tree Pruning, Tree Removal and/or Pesticide Treatment of Trees**

#### **Operators for Private Property**

##### General Liability Insurance:

The Contractor shall procure and maintain during the period of prequalification, Commercial General Liability insurance including, but not limited to, products liability, completed operations, contractual liability, and explosion, collapse and underground coverage in an amount not less than \$1,000,000 per occurrence/\$2,000,000 aggregate on a per project basis. Products-completed operations coverage shall be carried for two years after completion of work. Contractor's coverage shall apply on a primary and non-contributory basis, and **MUST** list the City of Madison, its officers, officials, agents and employees as Additional Insured.

##### 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 Category rating of no less than VII.

##### Certificates of Insurance:

A copy of the City of Madison's Blank Certificate of Insurance Forms is attached for your use. The Contractor shall furnish the City of Madison with insurance certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies prior to commencement of work. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City of Madison." The Contractor shall provide copies of additional insured endorsements or insurance policies if requested by the City.

### **B. Insurance Requirements for Public Works Contractors**

##### Contractor's Liability Insurance:

It shall be the contractor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by liability insurance in order that the general public or any representative of the contracting authority may have recourse against the responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor, or by anyone directly or indirectly employed by either of them.

The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance requirement has been obtained.

Workers' Compensation Insurance:

The Contractor shall procure and maintain during the life of this Contract, statutory Workers' Compensation Insurance as required by the State of Wisconsin and other applicable laws on employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the Subcontractor(s) similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Compensation Insurance. The Contractor and Subcontractor(s) shall also carry minimum Employers Liability limits of \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit, or those limits necessary to meet underlying Umbrella Liability insurance requirements.

General Liability Insurance:

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to, products liability, completed operations, contractual liability, and explosion, collapse and underground coverage in an amount not less than \$1,000,000 per occurrence/\$2,000,000 aggregate on a per project basis. Products-completed operations coverage shall be carried for two years after completion of work. Contractor's coverage shall apply on a primary and non-contributory basis, and **MUST** list the City of Madison, its officers, officials, agents and employees as Additional Insureds.

Automobile Liability Insurance:

The Contractor shall procure and shall maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000 combined single limit per accident.

Umbrella Liability Insurance: (Evidence of Umbrella can be provided at time of prequalification or contract award.)

The Contractor shall procure and maintain during the life of this Contract Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Business Automobile Liability and Employers Liability with minimum limits of \$5,000,000 per occurrence and aggregate.

Other Insurance:

The City of Madison reserves the right to require Contractor and/or any Subcontractor(s) to procure additional insurance policies depending on the type of work being performed. Such requirements will be noted in the contract documents.

Subcontractor's Insurance:

The Contractor shall insure the activities of his/her subcontractors in its own policy.

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 Category rating of no less than VII.

Certificates of Insurance:

A copy of the City of Madison's Blank Certificate of Insurance Forms is attached for your use. The Contractor shall furnish the City of Madison with insurance certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies prior to commencement of work. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City of Madison." The Contractor shall provide copies of additional insured endorsements or insurance policies if requested by the City.

**C. Insurance for the Construction of City Buildings**

The Contractor shall purchase and maintain, property insurance written on a builder’s risk “all-risk” policy form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire project at the site on a replacement cost basis less the cost of sitework and demolition. Such insurance shall be maintained until the date in time that the City takes occupancy of the building or possession of the structure, unless otherwise agreed to in writing by Contractor and City. This insurance shall include interests of the City, the Contractor and subcontractors. This insurance does not include Contractor’s or subcontractor’s property which is not intended to be incorporated into the work such as tools, sheds, hoists, canvasses, tarpaulins, mixers, scaffolding, staging towers owned or rented, or similar property not expended in the completion of, or to become a permanent part of the installation of the work. This insurance includes new buildings, structures, and additions; it excludes remodeling, alterations, or renovation of existing buildings.

Such insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and soft costs, including but not limited to additional interest costs, insurance, architect fees, engineering fees, contractor fees, legal and accounting fees, city staff costs, bond and permit fees, rental/lease costs and other administrative costs required as a result of such insured loss.

If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

This insurance shall cover portions of the work stored off-site, and also portions of the work in transit. The Contractor shall carry sufficient all risk insurance on both the owned and leased equipment at the site of work and en route to and from the site of work to fully protect Contractor. The Contractor shall require the same coverage of subcontractors. It is expressly understood and agreed that the City shall bear no responsibility for any loss or damage to such equipment.

Partial occupancy or use shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use by endorsement or otherwise. The City and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**D. Insurance Requirements for Tower Crane Operators**

General Liability Insurance:

The Contractor shall procure and maintain during the prequalification period, Commercial General Liability insurance including, but not limited to, products liability, completed operations, contractual liability, and explosion, collapse and underground coverage in an amount not less than \$1,000,000 per occurrence/\$2,000,000 aggregate on a per project basis. Products-completed operations coverage shall be carried for two years after completion of work. Contractor’s coverage shall apply on a primary and non-contributory basis, and MUST list the City of Madison, its officers, officials, agents and employees as Additional Insureds.

Auto Liability Insurance:

The Contractor shall procure and shall maintain during the prequalification period, Business Automobile Liability insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000 combined single limit per accident.

**Umbrella Liability Insurance:**

The Contractor shall procure and maintain during the prequalification period, Umbrella Liability coverage at least as broad as the underlying Commercial General Liability and Business Automobile Liability with minimum limits of \$10,000,000 per occurrence and aggregate.

**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 Category rating of no less than VII.

**Certificates of Insurance:**

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**E. Insurance Requirements for Contractors working in the City of Madison Right-of-Way**

**General Liability Insurance:**

The Contractor shall procure and maintain during the period of prequalification, Commercial General Liability insurance including, but not limited to, products liability, completed operations, contractual liability, and explosion, collapse and underground coverage in an amount not less than \$1,000,000 per occurrence/\$2,000,000 aggregate on a per project basis. Products-completed operations coverage shall be carried for two years after completion of work. Contractor's coverage shall apply on a primary and non-contributory basis, and **MUST** list the City of Madison, its officers, officials, agents and employees as Additional Insureds.

**Automobile Liability Insurance:**

The Contractor shall procure and shall maintain during the period of prequalification Business Automobile Liability insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000 combined single limit per accident.

**Workers' Compensation Insurance:**

The Contractor shall procure and maintain during period of prequalification, statutory Workers' Compensation Insurance as required by the State of Wisconsin and other applicable laws on employees to be engaged in work at the site of the project (s). The Contractor shall also carry minimum Employers Liability limits of \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit, or those limits necessary to meet underlying Umbrella Liability insurance requirements.

**Umbrella Liability Insurance:**

The Contractor shall procure and maintain during the period of prequalification Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Business Automobile Liability and Employers Liability with minimum limits of \$5,000,000 per occurrence and aggregate.

**Other Insurance:**

The City of Madison reserves the right to require Contractor to procure additional insurance policies depending on the type of work being performed. Such requirements will be noted in the contract documents.

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 Category rating of no less than VII.

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**Please ask your insurance agent to send a new certificate of insurance each time the old one expires.**

# Certificate of Insurance



-To-  
**City of Madison**  
**Madison, Wisconsin**

This certifies to the Municipality the following described Policies have been issued to the insured named below and are in force at this time.

Name of Insured: \_\_\_\_\_

Address: \_\_\_\_\_

This certificate is furnished to the Municipality to induce the Municipality to take official action and may be relied upon by the Municipality.

Description of operations insured: \_\_\_\_\_

Policies and Insurers	Limits	Policy Number	Policy Period
Commercial General Liability	Each Occurrence \$ _____		
	Aggregate \$ _____		
(Insurer)			
Business Auto Liability	Coverage Symbol _____		
	Combined Single Limit \$ _____		
(Insurer)			
Umbrella Liability	Occurrence/Aggregate \$ _____		
	Retention \$ _____		
(Insurer)			
Worker's Compensation	Employer's Liability \$ _____		
	Statutory (states) _____		
(Insurer)			
Professional/Other Liability	Per Claim/Other \$ _____		
	Aggregate \$ _____		
(Insurer)			

The following coverages or conditions are in effect: (MUST BE ANSWERED "YES" FOR APPROVAL)..... **YES** **NO**

The Municipality, its officials, and employees are named on the Commercial General Liability policy(ies) described above as additional insured as respects:

- (a) activities performed for the Municipality by or on behalf of the insured, .....  **YES**  **NO**
- (b) products and completed operations of the Named Insured, and .....  **YES**  **NO**
- (c) premises owned, leased or used by the Named Insured .....  **YES**  **NO**

Products and completed operations. ....  **YES**  **NO**

The undersigned will mail to the Municipality a written notice within 30 days of cancellation or reduction of coverage or limits.....  **YES**  **NO**

Contractual Liability Coverage applying to this Contract .....  **YES**  **NO**

This certificate is not a policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirements, terms or conditions of any contractor other document with respect to which this certificate of insurance 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.

Agency or Brokerage \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Address/City/State/Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ FAX Number \_\_\_\_\_

Insurance Company \_\_\_\_\_

Authorized Signature\* \_\_\_\_\_

Date \_\_\_\_\_

\*NOTE: Authorized signature may be the agent's if the agent has placed insurance through an agency agreement with the insurer. If the insurance is brokered, the authorized signature must be that of official insurance.