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SECTION 00800

GENERAL SUPPLEMENTARY CONDITIONS

PART 1 INSURANCE

1.1 Insurance Required of the Contractor

- A. Prior to commencement of the work, the Applicant shall purchase and maintain during the term of the project such insurance as will protect him, the Owner, and the City from claims arising out of the work described in this contract and performed by the Applicant, Subcontractor(s) or Sub-Subcontractor(s) consisting of the below listed policies.

1.2 Comprehensive General Liability

- A. A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:
 - 1. All premises and operations
 - 2. Explosion, collapse and underground damage
 - 3. Protective coverage for independent contractors or subcontractors employed by him.
 - 4. Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found hereinafter.
 - 5. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.
 - 6. Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.
- B. Additional Insured Requirements:
 - 1. Coverage shall be Primary and Non-contributory and Waiver of Subrogation applies.
 - 2. The policy shall include an endorsement which includes the following as additional insured's:
 - a. The Owner, their council, members, Board members, public officials, consultants, agents, and employees

1.3 Umbrella or Excess Liability

- A. The Applicant is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested.
- B. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Applicant's general liability and to his automobile liability insurance.
- C. Additional Insured Requirements:
 - 1. Coverage shall be Primary and Non-contributory and Waiver of Subrogation applies.

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- 2. The policy shall include an endorsement which includes the following as additional insured's:
 - a. The Owner, their council, members, Board members, public officials, consultants, agents, and employees

1.4 Limits of Liability

- A. The required limits of liability for insurance coverage shall be **not less than** the following:
 - 1. Comprehensive General Liability
 - Bodily Injury and Property Damage \$1,000,000 Each Occurrence
 - Combined Single Limit..... \$2,000,000 Per Job Aggregate
 - \$1,000,000 Completed Operations Aggregate
 - 2. Owner's Protective
 - Bodily Injury and Property Damage \$1,000,000 Per Occurrence
 - Combined Single Limit..... \$1,000,000 Aggregate
 - 3. Umbrella or Excess Liability \$2,000,000 Per Occurrence
 - \$2,000,000 Aggregate
 - 4. Insurance - Other Requirements
 - a. Notice of Cancellation or Intent Not to Renew: Policies will be endorsed to provide that at least 30 days written notice shall be given to the Owner and to the City, of cancellation of, material change, or intent not to renew (see sample endorsements which follow this Section).

1.5 Evidence of Coverage

- A. Prior to commencement of the work, the Applicant shall furnish to the Owner, Certificates of Insurance in force on the Owner's Form of Certificate provided.
- B. Other forms of Certificate are acceptable only if (1) they include all of the items prescribed in the Owner's Form of Certificate, including agreement to cancellation provisions outlined herein, and (2) they have written approval of the Owner and the City.
- C. The Owner reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by certificates.
- D. Such policy copies shall be "Originally Signed Copies," and so designated.
 - 1. Insurance Required for the Applicant
 - a. Comprehensive General Liability-including:
 - 1) All premises and operations.
 - 2) Explosion, collapse and underground damage.
 - 3) Contractor's Protective.
 - 4) Contractual Liability for obligations assumed in the Indemnification-Hold Harmless Agreement of this Contract.
 - 5) Personal Injury Liability.
 - 6) Products and Completed Operations
 - b. Umbrella or Excess Liability.
 - 2. Insurance Required for the Owner
 - a. Owners' Protective Liability Policy which names as additionally insured such public corporations in whose jurisdiction the work is located.
 - b. Refer to sample endorsements which follow this Section.

1.6 Qualification of Insurers

- A. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating no lower than XI and a policyholder's service rating no lower than A as listed in A. M. Best's Key Rating Guide, current edition.
- B. Companies with ratings lower than A;XI will be acceptable only upon written consent of the Owner.

1.7 Indemnification

- A. The contractor agrees to indemnify, defend, and save harmless the Owner and the Engineer, their consultants, agents, and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Owner and the Engineer, their consultants, agents, and employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the contractor, his subcontractors, the Owner, the Engineer, and their consultants, agents, and employees, **except** only such injury or damage as shall have been occasioned by the sole negligence of the Owner, the Engineer, or their agents, employees or consultants.
- B. The Contractor also agrees to indemnify, defend and save harmless the Owner and the Engineer, their owners, directors, Board members, officers, directors, officials, and council members, consultants, agents and employees, from and against any and all loss or expense (including costs and attorney's fees) for any and all claims or allegations of supervision, inspection or observation activities or services which may arise out of, or in consequence of, the performance of this work.

PART 2 PART 2 – NOT USED

PART 3 PART 3 – NOT USED

END OF SECTION

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PAVCOR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2015

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 24724 Any Street (248) 666-6666 P.O. Box 2067 SomeCity, MI 48037-2067	CONTACT NAME: Insurance Agent name		
	PHONE (A/C, No, Ext): 248 555-5555	FAX (A/C, No): 248 111-1111	
E-MAIL ADDRESS: InsuranceAgent@InsuranceGroup.com			
PRODUCER CUSTOMER ID #:			
INSURED Company ABC 2654 Street Name AnyCity, MI 48183	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Insurance Company 1		
	INSURER B: Insurance Company 2		
	INSURER C:		
	INSURER D:		
	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 MVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	MPA00000042433S	11/17/2014	11/17/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Other Car	X	X	BA00000042434S	11/17/2014	11/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$	X	X	CMB00000042435S	11/17/2014	11/17/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC0001100555	05/01/2014	04/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Installation Floater	X		MPA00000042433S	11/17/2014	11/17/2015	\$150,000 \$1,000 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Municipality Name, their council, members, board members, public officials, consultants, agents, and (Please refer to attached Endorsements evidencing the change of policy.)

CERTIFICATE HOLDER Municipality Name 18500 Street Name AnyCity, MI 48025	CANCELLATION 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 <p style="text-align: right;">SIGNATURE</p>

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DESCRIPTIONS (Continued from Page 1)

employees, as well as the engineer; Hubbell Roth & Clark, their owners, directors, officers, consultants, agents, and employees are included as Additional Insured per written contract with respect to the general, auto and umbrella liability coverages for the work performed by the named insured for the certificate holder. Insurance is considered primary and non contributing and a waiver of subrogation applies. Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company will mail 30 days prior written notice to the Certificate holder. Endorsements evidencing the change of Policy are attached.

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POLICY NUMBER: TRA 4820287

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Number of Days' Notice 30

<u>Name Of Additional Insured Person(s) Or Organization(s)</u>	<u>Location(s) Of Covered Operations</u>

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
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" or "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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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COMMERCIAL GENERAL LIABILITY
CG 20 33 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
- a. 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
 - b. 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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- The most we will pay on behalf of the additional insured is the amount of insurance:
- 1. Required by the contract or agreement you have entered into with the additional insured; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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ACORD™ INSURANCE BINDER		DATE 06/18/14	
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.			
PRODUCER Insurance Company Name Any Street City, State Zip	PHONE (A/C, No, Ext): 248-555-5555 FAX (A/C, No): 248-333-3333	COMPANY Selective Insurance Company of Amer	BINDER # BINDER83730
CODE: 38-3112729	SUB CODE:	DATE EFFECTIVE 06/18/14 12:01	EXPIRATION DATE TIME 08/18/14 X 12:01 AM NOON
AGENCY CUSTOMER ID: 7430	INSURED Owner's Name Any Street SomeCity, MI 48001	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Project Description	

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP	Owners & Contractors Protective Liability RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE \$ STATED AMOUNT \$ OTHER \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$
SPECIAL CONDITIONS/ OTHER COVERAGES	Named Insured to include: Owners Name & the Engineer, their (See attached Spec Conditions/Other Covs page.)			

NAME & ADDRESS		MORTGAGEE	ADDITIONAL INSURED
Contractors Name SomeStreet AnyCity State Zip		LOSS PAYEE	<input checked="" type="checkbox"/> Contractor
		LOAN #	
		AUTHORIZED REPRESENTATIVE	
		<i>Michael G. Zerwas</i>	

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CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

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SPECIAL CONDITIONS/OTHER COVERAGES (Cont. from page 1)
consultants, agents, employees, & such public corporations in whose jurisdiction the work is located. ** Continued From Additional Interests Section ** Hubbell, Roth & Clark, Inc. 555 Hulet Drive;P.O. Box 824 Bloomfield Hills, MI 48303-0824 Type: Additional Insured
Example only
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