

CITY OF SAULT STE. MARIE PROJECT INSURANCE REQUIREMENTS

The Contractor/Consultant shall not commence work under this contract until he/she has obtained the insurance required as outlined following this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with the insurance carriers rated A- or better with A. M. Best Company and acceptable to the City of Sault Ste. Marie, Michigan.

1. **Worker's Compensation Insurance:** The Contractor/Consultant shall procure and maintain during the life of this contract, Worker's Compensation and Employers Liability Coverage, including waiver of subrogation in accordance with all applicable Statutes of the State of Michigan. Limits of liability for Employers Liability shall be:

\$500,000 Bodily Injury Each Accident
\$500,000 Disease Policy Limit and
\$500,000 Disease Each Employee

2. **Commercial General Liability and Umbrella Liability Insurance:** The Contractor/Consultant shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" including a per project aggregate with the following limits:

General Aggregate (other products/completed operations)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Premises	\$500,000
Medical Expense	\$5,000

The Contractor/Consultant shall continue to carry Completed Operations Liability Insurance for at least three (3) years after either 90 days following Substantial Completion of the Work or final payment to the Contractor on any individual Project, whichever is later. Coverage shall include the following:

- a. Contractual Liability
 - b. Products and Completed Operations
 - c. Independent Contractors Coverage
 - d. Broad Form General Liability Extensions or equivalent
 - e. Explosion, Collapse and Underground (XCU) shall not be excluded.
 - f. Coverage shall be Primary and Noncontributory
3. **Business Auto and Umbrella Liability Insurance:** The Contractor/Consultant shall procure and maintain during the life of this contract Business Auto Liability Insurance, including Michigan No-Fault Coverage, and if necessary, umbrella liability, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles (Symbol 1).

4. Additional Insured: Commercial General Liability, Business Auto and Umbrella Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": the City of Sault Ste. Marie, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. Policies shall contain the following Additional Insured forms (and/or equivalent):
 - a. General Liability: On-Going Operations form CG 2010 07/04 or equivalent, Completed Operations form CG 2037 07/04 or equivalent.
 - b. Business Auto: CA 20 48
5. Professional Liability (Errors and Omissions) Insurance (*Professional Architectural and Engineering Services Only*): The Consultant shall procure and maintain during the life of this contract Professional Liability (Errors and Omissions) Insurance, with limits of liability of not less than \$1,000,000.00 per claim.
6. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance and Business Auto Liability Insurance and Umbrella Liability Insurance, Professional Liability Insurance (if applicable), as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to:

City Clerk
City of Sault Ste. Marie
225 E. Portage Ave.
Sault Ste. Marie, MI 49783
7. Waiver of Subrogation: Contractor/Consultant shall obtain and provide waiver of subrogation on Commercial General Liability, Auto Liability, Workers Compensation and Umbrella in favor of City of Sault Ste. Marie with respect to losses arising out of or in connection with the work.
8. Proof of Insurance Coverage: The Contractor/Consultant shall provide the City of Sault Ste. Marie at the time the contracts are returned by him/her for execution, certificates and policies as listed below:
 - a. Two (2) copies of Certificate of Liability Insurance (ACORD 25) for Worker's Compensation Insurance, Commercial General Liability Insurance, Business Auto Liability Insurance and Umbrella Liability Insurance. This Certificate shall cite the specific endorsement(s) relative to the "Additional Insured" and "Cancellation Notice" as required above.

If any of the above coverages expire during the term of this contract, the Contractor/Consultant shall deliver renewal certificates and/or policies to the City of Sault Ste. Marie at least ten (10) days prior to the expiration date.

The Contractor/Consultant shall not cancel or reduce the coverage of any insurance without providing written notice to the City and consent of the City. The Consultant shall cease operations immediately on the occurrence of any such reduction or cancellation and shall not resume operations until new insurance, approved by the City, is in force.

Contractors/Consultants on City projects shall furnish certificates of insurance **before** work has begun.

Revised 11/17/2023