Municipal Insurance and Bond Requirements

The Contractor, Subcontractor(s) or Sub-subcontractor(s) shall purchase and maintain during the term of the Project such insurance as will protect Canton Township from claims arising out of the work described in this Contract and performed by the Contractor, Subcontractor(s) or Sub-subcontractor(s) consisting of:

1. Workers' Compensation Insurance: The Contractor, Sub-Contractor(s) or Sub-subcontractor(s) shall procure and maintain during the life of this contract, Workers Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. Commercial General Liability: The Contractor, Sub-Contractor(s) or Sub-subcontractor(s) shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $1,000,000 per occurrence and aggregate, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions:

   A. Contractual Liability
   B. Products and Completed Operations
   C. Independent Contractors Coverage
   D. Broad Form General Liability Extensions or equivalent
   E. Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

3. Automobile Liability: The Contractor, Sub-Contractor(s) or Sub-subcontractor(s), shall procure and maintain during the life of this contract Automobile Liability Insurance, including Michigan No Fault Coverage, with limits of liability not less than $1,000,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. Umbrella or Excess Liability: An Umbrella or Excess Liability policy shall be provided that shall apply to the Contractor’s, Sub-Contractor(s) or Sub-subcontractor(s) General Liability and to his Automobile Liability Insurance with language at least as broad as the primary or underlying policy(s). The Contractor, Sub-Contractor(s) or Sub-subcontractor(s) are 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.
5. Owners’ and Contractor Protective Liability: The Contractor or Sub-Contractor shall procure and maintain during the life of this contract, a separate Owners’ and Contractor’s Protective Liability Policy with limits of liability not less than $1,000,000 per occurrence and aggregate, Personal Injury, Bodily Injury, and Property Damage. The Charter Township of Canton shall be the “Named Insured” on said coverage.

6. Additional Insured: Commercial General Liability Insurance and Automobile Liability Insurance as described above, shall include an endorsement stating that the following shall be Additional Insured: Canton Township, its employees, elected and appointed officials and volunteers.

7. The required limits of liability for the insurance coverages requested shall be not less than those specified in the Limits of Liability provided below.

8. Maintenance Bonds: A Maintenance Bond will be secured for construction of underground of utilities for Water Main and Sanitary Sewer for 1 year. A maintenance bond will be secured for Paving for 2 years. The reviewing Engineer will provide the amount required for each bond. An example and clean bond form have been provided for your convenience. All bonds must be signed, sealed and witnessed, original bonds delivered to Canton Township.

INSURANCE – OTHER REQUIREMENTS

1. Cancellation – 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 Municipality of cancellation or of intent not to renew.

2. Evidence of Coverage – Prior to the preconstruction meeting, the contractor shall furnish to the Municipality two (2) copies of Certificates of Insurance in force for the amounts and types of insurances required, except for the Owner’s Protective Liability Insurance. These certificates shall include all the items prescribed by this section including the agreement to cancellation provisions. All copies of Certificates of Insurance and Insurance Policies shall include the specific project name and location of work.

The Contractor shall furnish to the Municipality two (2) complete “originally signed” copies of the Owner’s Protective Liability Policy. The Municipality reserves the right to request complete copies of other policies if deemed necessary. Ascertain details of coverage not provided by the certificates. Such policy copies shall be “originally Signed Copies”, and so designated.
3. Qualification of Insurers: 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 not lower than VII and a policyholder’s service rating no lower than A (-) as listed in A.M. Best’s Key Rating Guide, current edition. Companies with ratings lower than A (-) VII will be acceptable only upon written consent of the Municipality. Please provide the NAIC codes for the insurers. Canton Township will verify that the insurers are in good standing.

4. Name of project must appear on all certificates of insurance.
Insurance Checklist

Date: __________________________ Contractor: ________________________________

Project: __________________________ Prepared By: __________________________

____ A.M. Best Company Carrier Rating (must be A (-) VII or higher), ratings will be verified by Canton Township.
   -Include the NAIC code for the insurers (located in the upper right hand corner)

____ Insured name matches name on contract or use agreement

____ General Liability limits are acceptable:
   - General Aggregate $1,000,000
   - Personal and Adv Injury $1,000,000
   - Each Occurrence $1,000,000
   - Fire Damage $50,000
   - Medical Expenses $5,000

____ Underground Contractor (must include XCU on General Liability Policy)

____ Automobile Liability limits are acceptable: $1,000,000

____ Excess coverage limits are acceptable:
   - Each occurrence $2,000,000
   - Aggregate $2,000,000

____ Workers Compensation coverage is provided

____ All Coverage dates cover use dates. Include setup/takedown time.

____ Certificate holder is correct

____ Additional insured language is correct

____ Cancellation provision is correct

____ OCP policy is correct – Insured is Canton Township (No additional insured accepted)
   - Limits:
     - Each occurrence $1,000,000
     - Aggregate $1,000,000
CANTON TOWNSHIP

Insurance – Limits of Liability

The required limits of liability for insurance coverages requested in the Municipal Insurance Requirements shall be not less than the following:

A. **Worker’s Compensation**

Coverage A – Compensation Statutory
Coverage B – Employer’s Liability Each Accident $100,000 Disease – Policy Limit $500,000 Disease – Each Employee $500,000

B. **Comprehensive General Liability(X,C,U coverage applies)**

General Aggregate $1,000,000 Products - Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000 Fire Damage (any one fire) $50,000 Medical Expenses $5,000
Per Job Aggregate Required? __Yes __No

C. **Comprehensive Automobile Liability**

Combined Single Limit including Michigan required No-fault protection $1,000,000
- including all owned, non-owned or hired vehicles

D. **Umbrella or Excess Liability**

Each Occurrence $2,000,000
Aggregate $2,000,000

E. **Owner’s and Contractor’s Protective Liability** – Coverage shall be Occurrence form, with Canton Township identified as the insured.

Each Occurrence $1,000,000
Aggregate $1,000,000
Required Coverage __Yes No__ $1,000,000

Comprehensive General Liability, Automobile Liability and Umbrella or Excess Liability policies must name “Canton Township”, its employees, elected and appointed officials, and volunteers” as additional insured. Policies shall also be with carriers rated A- or better by A.M. Best Company.
### General Contractor Example – Liability Coverage

**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**

ABC Insurance Agency  
123 Main Street  
Anywhere, USA

**INSURER A:** ABC Insurance Company  
**INSURER B:** DEF Insurance Company

**INsomers AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>NAIC #</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>00000</td>
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<tr>
<td>B</td>
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<td>C</td>
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<td>D</td>
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<td>E</td>
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</tr>
</tbody>
</table>

**COVERAGES**

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, aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>X 00-00-00-00</td>
<td>00/00/00</td>
<td>00/00/00</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
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<td></td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence) $50,000</td>
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<td></td>
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<td></td>
<td>MED EXP (Any one person) $5,000</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>GENERAL AGGREGATE $1,000,000</td>
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<td></td>
<td>PRODUCTS - COMPOP AGG $1,000,000</td>
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<td>COMBINED SINGLE LIMIT (EA accident) $1,000,000</td>
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<td>BODILY INJURY (Per person) $</td>
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<td>BODILY INJURY (Per accident) $</td>
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<td></td>
<td>PROPERTY DAMAGE (Per accident) $</td>
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<td>AUTO ONLY - EA ACCIDENT $</td>
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<td>OTHER THAN AUTO ONLY - AGG $</td>
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<td></td>
<td>EACH OCCURRENCE $2,000,000</td>
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<td>AGGREGATE $2,000,000</td>
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</tbody>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Canton Township its employees, elected and appointed officials and volunteers are listed as additional insured as respects General Liability and Automobile Liability.

30 day notice of cancellation does not apply to non payment of premium

**PROJECT NAME:**

---

**CERTIFICATE HOLDER**

Canton Township  
Attn: Engineering Department  
1150 Canton Center Rd.  
Canton, MI 48188

**AUTHORIZED REPRESENTATIVE**

**AGENT SIGNATURE**

---

The ACORD name and logo are registered marks of ACORD
# Certificate of Liability Insurance

**Producer:**
ABC Insurance Agency  
123 Main Street  
Anywhere, USA

**Insured:**
XYZ Construction Company  
456 Main Street  
Anywhere, Michigan

## Coverages

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 policies, aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INS#</th>
<th>ADD LIM</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Y</td>
<td>General Liability</td>
<td>00-00-00-00</td>
<td>00/00/00</td>
<td>00/00/00</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
<td></td>
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<td></td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence) $50,000</td>
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<td>MED EXP (Any one person) $5,000</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>GENERAL AGGREGATE $1,000,000</td>
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<td></td>
<td>PRODUCTS - COMPOUND AGG $1,000,000</td>
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<tr>
<td>A</td>
<td>Y</td>
<td>Automobile Liability</td>
<td>00-00-00-00</td>
<td>00/00/00</td>
<td>00/00/00</td>
<td>COMBINED SINGLE LIMIT (EA accident) $1,000,000</td>
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<td></td>
<td>BODILY INJURY (Per person) $</td>
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<td>BODILY INJURY (Per accident) $</td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<td>AUTO ONLY: EA ACC $</td>
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<td>OTHER THAN AUTO ONLY: AGG $</td>
</tr>
<tr>
<td>B</td>
<td>Y</td>
<td>Excess / Umbrella Liability</td>
<td>00-00-00-00</td>
<td>00/00/00</td>
<td>00/00/00</td>
<td>EACH OCCURRENCE $2,000,000</td>
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<td>AGGREGATE $2,000,000</td>
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<tr>
<td>A</td>
<td>Y</td>
<td>Workers Compensation and Employers' Liability</td>
<td>00-00-00-00</td>
<td>00/00/00</td>
<td>00/00/00</td>
<td>E.L. EACH OCCIDENT $100,000</td>
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<td></td>
<td>E.L. DISEASE - EA EMPLOYEE $100,000</td>
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<td></td>
<td>E.L. DISEASE - POLICY LIMIT $500,000</td>
</tr>
</tbody>
</table>

## Description of Operations / Locations / Vehicles / Exclusions Added by Endorsement / Special Provisions

Canton Township its employees, elected and appointed officials and volunteers are listed as additional insured as respects General Liability and Automobile Liability.

30 day notice of cancellation does not apply to non-payment of premium.

**Project name:**

---

**Certificate Holder:**

Canton Township  
Attn: Engineering Department  
1150 Canton Center Rd.  
Canton, MI 48188

---

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will inform the holder in writing at least 30 days in advance. Notice to the Certificate Holder named to the left.

**Authorized Representative:**

---

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The ACORD name and logo are registered marks of ACORD
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
ABC Insurance Agency  
123 Main Street  
Anywhere, USA

**INSURED**

Canton Township  
1150 Canton Center Rd.  
Canton, MI 48188

**INSURERS AFFORDING COVERAGE**

NAIC #

1. **INSURER A:** ABC Insurance Company  
   00000

**COVERAGES**

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 policies, aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURANCE</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>00-00-00-00</td>
<td>00/00/00</td>
<td>00/00/00</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (AT OCCURENCE) $</td>
</tr>
<tr>
<td></td>
<td>CLAIMS MADE: OCCUR</td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $</td>
</tr>
<tr>
<td>X</td>
<td>Owners Contractors</td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $</td>
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<tr>
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<td>protecive LIABILITY</td>
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<td></td>
<td></td>
<td>GENERAL AGGREGATE $1,000,000</td>
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<tr>
<td></td>
<td>GENL. AGGREGATE LIMIT APPLIES PER POLICY</td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMPOUND $</td>
</tr>
</tbody>
</table>

|          | AUTOMOBILE LIABILITY | | | | |
|          | ANY AUTO | | | | COMBINED SINGLE LIMIT $ |
|          | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) $ |
|          | SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) $ |
|          | HIRED AUTOS | | | | PROPERTY DAMAGE (Per accident) $ |
|          | NON-OWNED AUTOS | | | | |

|          | GARAGE LIABILITY | | | | |
|          | ANY AUTO | | | | AUTO ONLY - EA ACCIDENT $ |

|          | EXCESS / UMBRELLA LIABILITY | | | | |
|          | OCCUR: CLAIMS MADE | | | | EACH OCCURRENCE $ |
|          | DEDUCTIBLE | | | | AGGREGATE $ |
|          | RETENTION $ | | | | |

|          | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | | |
|          | ANY PROPRIETOR/ PARTNER/executive OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | WC STATUTORY LIMITS OTHER |
|          | V/H | | | | E.L. EACH ACCIDENT $ |
|          | | | | | E.L. DISEASE - EA EMPLOYEE $ |
|          | | | | | E.L. DISEASE - POLICY LIMIT $ |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

30 day notice of cancellation does not apply to non-payment of premium.

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL PROVIDE NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY MAIL AND ANY OTHER MEANS THE INSURER DEEMS APPROPRIATE., WITHIN 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY MAIL AND ANY OTHER MEANS THE INSURER DEEMS APPROPRIATE.

**CERTIFICATE HOLDER**

Canton Township  
Attn: Engineering Department  
1150 Canton Center Rd.  
Canton, MI 48188
MAINTENANCE BOND

Bond No. ________

KNOW ALL MEN BY THESE PRESENTS, That we, ___XYZ Construction___
(please include address) as Principal, and the ___ZZZ Surety Company___
(please include address) as Surety, are held and
firmly bound unto the Charter Township of Canton, 1150 South Canton Center Road, Canton, MI
48188 as Obligee, in the full and just sum of ________ 100 % of contract cost for installation
of water and sewer ________ Dollars, to be paid to the said Obligee or its
certain attorney, heirs, executors, administrators or assigns, to which payment well and truly be
made, we bind ourselves and each of us, our and each of our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

Signed with our seals and dated this ________ 1st ________ day of ________ Januay ________, 2007.

The condition of this obligation is such that whereas the above bounden Principal has entered into a
Contract with ________ (Property Owner/Developer) ________ dated
for ________ Water
Main, Sanitary Sewer or Paving (whichever applies to your project).

Now, therefore, if the Principal shall at its own expense, properly repair and remedy any defective
workmanship or materials that may appear within (One year for sanitary sewer and water main)
(Two years would apply to paving), year(s) from the date of final acceptance of work by the said
Obligee, then this obligation to be null and void; otherwise to remain in full force and effect.

Witnesses:

________________________________________
Principal

By: ______________________________________

________________________________________
Surety

By: ______________________________________

Attorney-In-Fact

* Must be signed, sealed and witnessed, original bond delivered to Canton Township*
MAINTENANCE BOND

Bond No. ________________

KNOW ALL MEN BY THESE PRESENTS, That we, ____________________________________________ as Principal and the ____________________________________________ as Surety, are held and firmly bound unto the Charter Township of Canton, 1150 South Canton Center Road, Canton, MI 48188 as Obligee, in the full and just sum of ____________________________________________ ($__________________) Dollars, to be paid to the said Obligee or its certain attorney, heirs, executors, administrators or assigns, to which payment well and truly be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed with our seals and dated this __________ day of __________________________, 20 __________.

The condition of this obligation is such that whereas the above bounden Principal has entered into a Contract with ____________________________________________ dated ________________ for ____________________________________________

Now, therefore, if the Principal shall at its own expense, properly repair and remedy any defective workmanship or materials that may appear within ______________________ year(s) from the date of final acceptance of work by the said Obligee, then this obligation to be null and void; otherwise to remain in full force and effect.

Witness:

Principal

By: ____________________________________________

Surety

By: ____________________________________________

Attorney-In-Fact