

Division of Public Works
Engineering
License – Insurance and Bond Requirements

Name of Person and/or Company: _____

Ownership of Company: _____

Principals of Company: _____

Legal Address: _____

Office Phone Number: _____ Cell Phone Number: _____

Emergency Phone Number: _____

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Each person or Company acting as principal contractor in the installation, alterations or repair of any buildings or house lead, prior to commencing work, shall place on file with the Township Engineering Department evidence of the following insurance and bonds:

A. Certificates of Insurance

1. Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance Certificate on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence and aggregate, Personal Injury, Bodily Injury, and Property Damage. Limit may be obtained through a combination of underlying and Excess (Umbrella) coverage. 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.
3. Automobile Liability Insurance including Michigan No-Fault Coverage, with limits of liability not less than \$3,000,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Limit may be obtained through a combination of underlying and Excess (Umbrella) coverage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. 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.
5. Owners' and Contractor Protective Liability Insurance Certificate 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. Cancellation Notice: The Insurance coverage described above, shall include an endorsement stating that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to Engineering Dept. /Canton Township. Any wording which includes, "will endeavor to" or "but failure to do so" shall be stricken from the cancellation clause. Please see sample certificate for requirements.

7. Description of Operation shall state: "Sewer Taps and Excavation within Canton Township."
8. Binders and/or certificates of these documents described above may be faxed to 734-394-5183 on the condition that the hard copy is mailed the same day.

B. Bonding

1. A signed License and Permit Bond in favor of the Township in the amount of not less than \$5000.00 must be on file before any permits are approved. A faxed copy of this bond is Not acceptable.
2. The "conditions" paragraph of the Bond shall state "Sewer Taps and Excavation within Canton Township."
3. The License Bond shall be prepared on the form prescribed by the Insurance Company. This bond shall be renewed at least once a year.

It is the intent of the Bond to guarantee that the contractor shall faithfully observe and honestly comply with such ordinances, rules and regulations, and amendments thereto as may apply to the installation, alteration or repair of any building or house lead and further, that the Contractor shall keep all work undertaken within the period of said Bond, whether done by himself or someone for him, free of defects due to faulty workmanship or defective materials, for a period of one (1) year from completion of said work. This work to be done at no expense to the Township. The Township shall give the contractor written corrections needed on the project and in the event the Contractor fails to undertake the correction of the work, as indicated in the notice within one (1) week, after the date of such notice, the Township may cause the corrections to be made and charge all expenses therefore to the Contractor of the Surety.

C. Deposit

1. A Security cash deposit in the amount of \$100.00

A Security cash deposit shall be deposited with the Township by each person or Company. The cash deposit shall be a security deposit for indemnification arising from minor surface damage to adjacent lands. In the event of such damage the Township shall give the Contractor written notice of corrections needed on the project and in the event the Contractor fails to undertake the correction of the damage, as indicated in the notice, within one (1) week after the date of such notice, the Township may cause the corrections to be made and deduct all expenses therefore from the security cash deposit. At such time as the cash deposit falls below fifty-dollars (\$50.00) the Contractor will be required to renew the cash deposit to the full one-hundred dollar (\$100.00) amount before additional connection permits will be issued.

Check No. _____

Date of Application: _____

Such coverage's to be certified including a cancellation notice of not less than thirty (30) days in advance in writing.

Each such person or Company shall procure or cause to be procured insurance coverage as provided in Section A hereof with respect to each subcontractor with which it contracts.



Effective Date: December 2003

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 000000000

That we, Excavating Contractors LLC

of the City of _____, State of Michigan, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of

Michigan, as Surety, are held and firmly bound unto the

Township of Canton, State of Michigan, as Obligee, in the penal

sum of Five Thousand and 00/100 DOLLARS (\$5,000.00), lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been licensed Sewer Taps & Excavation

_____ by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until December, 2004, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail to the Obligee and to the Principal at the address last known to the Surety, and at the expiration of thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this _____ day of December, 2003

Excavator Signs
Principal

Principal

Countersigned (where required)

WESTERN SURETY COMPANY

By _____
Resident Agent

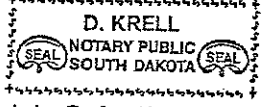
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

On this _____ day of _____, 2003, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



D. Krell

Notary Public - South Dakota

My Commission Expires November 30, 2006

STATE OF _____ }
COUNTY OF _____ } ss

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

On this _____ day of _____, before me personally appeared _____, known to me to be the individual _____ described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My commission expires _____

Notary Public

STATE OF _____ }
COUNTY OF _____ } ss

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

On this _____ day of _____, before me personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires _____

Notary Public



License or Permit No. _____
LICENSE AND PERMIT
' BOND
As _____
of _____
State of _____
Name of Applicant _____
Address _____
Filed _____
Approved this _____
day of _____

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls
State of South Dakota, its regularly elected Senior Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity, policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail, and surety and fidelity bonds; indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this day of December, 2003.

ATTEST

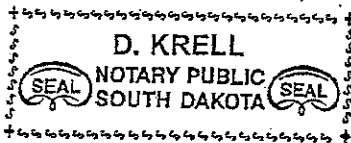
L. Nelson
Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this day of December, 2003, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires November 30, 2006

D. Krell
Notary Public

POLICY NUMBER:

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
<p>Charter Twp of Canton, all elected and appointed officials, all employees & volunteer's all boards, commissions, and /or authorities and board members including employees and volunteers thereof.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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.

Sample Additional Insured & Primary /Non-Contributory Endorsement for General Liability

PI-GL-005 (07/12)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 00/00/00

Name of Person or Organization (Additional Insured):

Canton Township 1150 S. Canton Center Rd. Canton, MI 48188
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SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

POLICY NUMBER: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION

This endorsement modifies insurance under the following:

“Workers Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance: It is understood and agreed that 30 days advance written notice of cancellation, non-renewal, reduction, and/or material change, 10-days advance written notice for non-payment of premium-shall be sent to:

Named insured: [Their client]

Additional Insured: Charter Township of Canton, 1150 South Canton Center Road, Canton, MI 48188 -- along with the name of the event or project

Sample Cancellation Endorsement for General Liability

COMMERCIAL GENERAL LIABILITY
CG 80 61 05 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any term or provision of the Cancellation Conditions of the policy or any endorsement amendment or replacing such Conditions is amended by the following:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.
- B. Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when we no longer have a legal contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

SCHEDULE

1. **Name:**

Canton Township

2. **Address:**

1150 S. Canton Center Rd.
Canton, MI 48188

3. **Number of days advance notice:**

30

All other terms and conditions of this policy remain unchanged.