

Waiver of Insurance Requirements

Pursuant to the provisions of Policy 1102, section 5.4.2, the undersigned hereby consent to insurance limits that differ from the standard City requirements for the following contract:

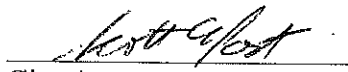
BICYCLE FEDERATION OF WISCONSIN

The different insurance requirements approved are as follows:

- Waiving \$5,000,000 Umbrella limit and accepting \$1,000,000 Umbrella limit.
- *Waiving "Any Autos" as no autos owned.*


Department Head

Date 5-26-15


City Attorney

Date 6-8-15
~~5-27-15~~


City Administrator

Date 6-8-15



CERTIFICATE OF LIABILITY INSURANCE

BICYC-1 OP ID: JU

DATE (MM/DD/YYYY)
07/13/2015

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 David Insurance Agency 1300 S. Green Bay Road Racine, WI 53406 Jon L. Antonneau	Phone: 262-636-1860 Fax: 262-636-1866	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : Secura Insurance INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # 22543
INSURED Bicycle Federation of 3618 W Pierce Street #250 Milwaukee, WI 53215			

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	BP3230136	11/12/2014	11/12/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							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 type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BP3230136	11/12/2014	11/12/2015	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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3230138	11/12/2014	11/12/2015	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3230137	11/12/2014	11/12/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of West Allis is an additional insured when required by written contract or agreement. Insurance is primary and non-contributory. A waiver of subrogation applies to general liability. 30 day notice of cancellation.

City of West Allis
 Department of Development

JUL 13 2015

RECEIVED

CERTIFICATE HOLDER City of West Allis 7525 W. Greenfield Ave. West Allis, WI 53227	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 Jon L. Antonneau
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Gale Jender

From: Gale Jender
Sent: Monday, June 08, 2015 11:31 AM
To: John Stibal
Cc: Shaun Mueller; Scott Post
Subject: Bicycle Federation of WI

John,

In an effort to keep the contract moving throughout our system, I hand wrote an additional waiver item requirement regarding "Any Autos" (as they do not own any autos) onto the Waiver Form that you signed back on 5/26/15. Scott had approved waiving this requirement.

The contract is being forward to Rebecca and Mark for signatures and then I should be able to get it sent off to the Bicycle Federation for completion.

Thanks,

Gale

Gale Jender
Principal Secretary
City of West Allis
Department of Development
Phone: 414-302-8464
Fax: 414-302-8401

www.westalliswi.gov/development
GJender@westalliswi.gov

Gale Jender

From: Scott Post
Sent: Friday, May 01, 2015 3:45 PM
To: Gale Jender
Subject: FW: Bicycle Federation of Wisconsin - Insurance requirement question
Attachments: 20150428152420655.pdf

I'd have to see the Business liability policy to know if it is acceptable or not. Unless waived by the Common Council, Workers Comp insurance has to be provided unless they can show that they have no employees. I don't have a problem with ~~waiving the \$5M Umbrella to \$1M.~~ All of the required endorsements are required.

-----Original Message-----

From: Gale Jender
Sent: Tuesday, April 28, 2015 3:40 PM
To: Scott Post
Subject: Bicycle Federation of Wisconsin - Insurance requirement question

Hi Scott,

I received the attached certificate from the Bicycle Federation of Wisconsin and have a few questions before I complete a contract and send documents for your review.

In the General Liability section - they've noted BUSINESS OWNERS with no boxes checked off. (I've never seen this before - will this be acceptable)?

Workers Compensation - Box is not checked ... Is this not required of Business Owners?

I've verified that the expiration date is sufficient and wanted to find out if this type of project could be issued a waiver on the \$5,000,000 umbrella to accept a \$1,000,000.

I've attached the resolution that was approved at Council on 4/21/15 and the Scope of Service.

Does a study to find an alternative bike route for HWY 100 require all of the normal endorsements and cancellation notice?

Please advise and I will follow up and obtain what you require.

Thanks,

Gale

Gale Jender
Principal Secretary
City of West Allis
Department of Development
Phone: 414-302-8464
Fax: 414-302-8401

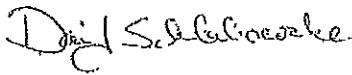
Contract Amendment Regarding Notice of Insurance Cancellation

Section B (4) of the Insurance Requirements attached to this Agreement is hereby amended as follows:

Consultant shall provide, in a form acceptable to the City Attorney, an endorsement from consultant's liability insurance carrier(s) providing that the City shall be notified of cancellation of the policy (or policies) 30 days prior to cancellation. If this endorsement does not include at least 10-day notice of cancellation due to nonpayment of premium, Consultant shall provide or cause its insurance broker to provide to the City a new certificate of insurance, in a form acceptable to the City Attorney, every 30 calendar days that shows that Consultant's insurance remains valid.

Failure to timely provide the required certificate of insurance shall result in the City issuing an Immediate Stop Work order. Upon issuance of such Stop Work order, Consultant shall immediately cease all operations related to this Agreement. Consultant shall not resume operations until such time as an approved certificate of insurance is received and Consultant is notified that it may resume operations. Any delay in completion or additional costs associated with such Stop Work order shall be the responsibility of Consultant and such additional costs shall be borne by Consultant.

Dated this 22nd day of May, 2015.



Consultant



City of West Allis

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

SCHEDULE

Name and address/contact information of Person(s) or Organization(s):

City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53227

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

The following Condition is added:

Notice Of Cancellation – Scheduled Person(s) or Organization(s)

- a. If we do not renew or cancel this policy, we will send advance written notice to the person(s) or organization(s) as shown in the SCHEDULE. The notice will be delivered by any method we choose, in the applicable timeframe specified in the policy's Cancellation Condition, any amendment to that Condition, or any other statutory timeframe requirements.
- b. Notice provided on this policy shall also apply as notice for any other Commercial Lines insurance policy or coverage part issued to the Named Insured by us.
- c. The notice is intended only to inform the person(s) or organization(s) named in the SCHEDULE in the event of a pending cancellation or non-renewal of coverage. Our failure to provide such advance notification will not:
 - (1) Change any policy cancellation or non-renewal effective date;
 - (2) Negate any cancellation or non-renewal of the policy; or
 - (e) Grant, alter, or extend any rights or obligations under any policy issued by us.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

Document editions: 07/01/13 | 01/01/06 | 07/01/02 | 01/01/97
ISO | Businessowners Forms | 07/01/13

BUSINESSOWNERS
BP 04 51 07 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - WITH ADDITIONAL INSURED
REQUIREMENT IN CONSTRUCTION CONTRACT**

This endorsement modifies Insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II - Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. Any person(s) or organization(s) for whom you are performing operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be included as an additional insured on your policy. Such person(s) or organization(s) 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:

- a. Your acts or omissions; or
- b. 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:

- a. Only applies to the extent permitted by law; and
- b. 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 on the earlier of the date:

- a. When your operations for that insured are completed; or
- b. The contract or agreement you have entered into with the additional insured is terminated.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses 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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Document editions: 01/01/06 07/01/02 ISO Businessowners Forms 01/01/06 POLICY NUMBER;	BUSINESSOWNERS BP 04 07 01 00
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies Insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
City of West Allis 7525 W. Greenfield Ave., West Allis, WI 53227

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph K, Transfer Of Rights Of Recovery Against Others To Us in Section III - Common Policy Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Insurance Services Office, Inc.

Primary & Noncontributory Amendment of Conditions for Designated Additional Insured

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Subject to the provisions of BUSINESSOWNERS LIABILITY COVERAGE FORM, BUSINESSOWNERS COMMON POLICY CONDITIONS, and this endorsement, the following provisions are changed

1. for any person or organization other than a joint venture, extended in this policy as an additional insured, and
2. for which you have agreed by written contract to obtain bodily injury or property damage liability insurance, arising out of your continuing operations for that additional insured

as follows:

A. Other Insurance Amended

1. With respect to Business Liability Coverage, BUSINESSOWNERS COMMON POLICY CONDITIONS, Paragraph H. Other Insurance, subparagraph 3. is replaced by:

Other Insurance-Business Liability

3. If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

Where required by a written contract, this insurance is primary as respects any other insurance policy issued to the designated additional insured. Otherwise, b. below applies.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.
- (3) Any of the other insurance available to the designated additional insured; except any other insurance policy issued to the designated additional insured, whether primary, excess,

contingent or on any other basis.

c. Method Of Sharing

This paragraph does not apply with respect to any other insurance policy issued to the designated additional insured. This insurance shall not contribute in any manner with any other insurance policy issued to the designated additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part. c. Method Of Sharing If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance

All other terms and conditions remain unchanged.