

INSURANCE REQUIREMENTS INFORMATION

To All Community Development Grants Administration Subgrantees:

Insurance coverage must cover the full calendar year; January 1 through December 31.

A. General Requirements

A certificate of insurance acceptable to City evidencing the insurance requirements is to be provided. The certificate shall state that the issued insurance policies meet the requirements as outlined below. All certificates are to be provided within 30 days of final execution of this Contract. If such certificate is not received, the City of Milwaukee has the authority to declare this Contract terminated.

- A copy of the Additional Insured Endorsement must be provided, (see suggested sample language).
- An Affidavit Regarding Cancellation Provisions and the requested copy must also accompany the Certificate of Insurance.
- Policy numbers are required on the Certificate of Insurance. The City will not accept a binder.
- If your parent corporation is receiving more than one grant, then your limits have to match the combined total of the grants received.

All policies shall state that the City shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any insurers providing the coverage required by City for the duration of this Contract.

Insurance companies must be acceptable to City and must have a current A.M. Best rating of A- VIII or better.

All policies shall be written on an occurrence form, other than professional liability as noted below.

If subcontractors are used, each must meet all requirements in section A and B.

B. The minimum insurance requirements are as follows:

(1) Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory Coverage
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

(2) Commercial General Liability

Commercial General Liability	\$1,000,000 each occurrence
General Aggregate	\$2,000,000 aggregate
Personal & Advertising Injury Limit	\$1,000,000 each occurrence
Products – Completed Operations Aggregate	\$2,000,000 aggregate
Medical Expense	\$ 5,000 each person

- Coverage must be equivalent to ISO form CG0001 or better.
- The City of Milwaukee shall be added as an additional insured using ISO form CG2026 or its equivalent.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- The policy shall include independent contractors (owners/contractors protective) and contractual liability.
- Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”

- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.

(3) Auto Liability

Combined Single Limit	\$1,000,000 each accident
Medical Expense	\$ 10,000 each person

- If the Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- The City of Milwaukee shall be added as an additional insured.
- Coverage shall include contractual liability for risks assumed in this contract.
- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.
- If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to City upon request.

(4) Umbrella (Excess) Liability

Umbrella (excess) Liability \$1,000,000 per occurrence
\$2,000,000 aggregate

- The Umbrella Liability insurance shall provide coverage excess of the Employer’s Liability, Commercial General Liability and Auto Liability Coverages, including the amendments stated above.

(5) Crime Insurance (if handling funds belonging to the City)

Employee Dishonesty \$ 500,000 per loss

- The Crime Insurance shall provide coverage for Third Party Employee Dishonesty.
- If your project is granted a cash advance, then you are required to purchase and maintain the Crime insurance.

(6) Professional Liability (if professional services are required i.e. financial, medical, legal, accounting, computer, etc.)

Combined Single Limit \$1,000,000 each accident

- Coverage must remain in effect for a period of not less than two years beyond the termination date of the contract.
- If a claims-made form is used and the change of insurer occurs during the contract period, continuity of coverage must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expire policy for a period of not less than two years, if the replacement insurer will not preserve the original retroactive date.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents employees and volunteers.

If you have any further questions regarding this communication, please contact your Grant Monitor.

SAMPLE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

NAME OF ORGANIZATION INSURED:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED -- DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Name of Person or Organization:

**City of Milwaukee
Community Development Grants Administration
200 E Wells Street
Milwaukee, WI 53202**

**(Be sure to include the Policy Number,
the Name of the Insured organization
and the City of Milwaukee as required.)**