CITY OF MILWAUKEE INSURANCE REQUIREMENTS

A. Subrecipient will comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

B. The "City of Milwaukee" must be named as an additional insured.

C. The insurance certificate must be an original and issued by companies licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Electronic signatures are acceptable.

D. A copy of the endorsement of Earlier Notice of Cancellation or Non-Renewal stipulation must be submitted with the Certificate of Insurance.

The City of Milwaukee will be named as an additional insured with respect to liability coverage other than professional liability, and will be provided with at least thirty (30) days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract, for any reason including non-payment of premium. This should be accomplished through the addition of an endorsement to the policy/policies providing Earlier Notice of Cancellation or Non- Renewal. Such endorsement must contain the following stipulation:

"We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule. We will mail the notice at least thirty (30) days before the effective date of the action."

A copy of the endorsement must be submitted with the certificate of insurance. A certificate of insurance evidencing such coverage will be approved by the City Attorney and placed on file with the City of Milwaukee prior to commencement of work under this contract. The City Purchasing Director reserves the right to examine and approve the actual policy of insurance before the City executes any Contract for this purchase.

E. The certificate holder will be noted as:
City of Milwaukee
Department of Administration
Community Development Grants
Admin
841 N Broadway, Room 606
Milwaukee, WI 53202

F. Minimum Amount of Coverage Required

1. WORKER'S COMPENSATION AND EMPLOYEES LIABILITY

Coverage Amounts		
Workers Compensation and Employers Liability		Statutory
Bodily Injury by Accident	each accident	$100,000
Bodily Injury by Disease	each employee	$100,000
Bodily Injury by Disease	Policy limit	$500,000

- Coverage must include a Waiver of Subrogation Endorsement in favor of City and its directors, officers, agents, employees, and volunteers.

2. COMMERCIAL GENERAL LIABILITY

Limits of Liability

	each occurrence	$1,000,000
	general aggregate	$2,000,000
Products-Completed Operations Limit:		$2,000,000
Personal and Advertising injury Limit:		$1,000,000

- Coverage must be equivalent to ISO Form CG0001 or better.
- Coverage must include a Waiver of Subrogation Endorsement in favor of City and its directors, officers, agents, employees, and volunteers.
- Coverage must apply to independent contractors and contractual liability.
- Coverage must apply on a primary and non- contributory basis.

3. AUTOMOBILE LIABILITY

Limits of Liability

Bodily Injury	each accident	$1,000,000
	Each occurrence	$1,000,000
Property Damage	each occurrence	$1,000,000
Or Combined Limit	Each occurrence	$1,000,000

- If the Contractor/Subrecipient 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 must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- Coverage must include contractual liability for risks assumed in this contract.
- If Federal or State government(s) require a Motor Carrier filing, such filing will be made available to City upon request.

4. PROFESSIONAL LIABILITY (Applicable only if this Agreement involves the provision of professional services such as accounting, real estate brokerage, engineering, architecture, technology professional services, professional advertising services, healthcare professionals, law, or similar professional services).

Limits of Liability

	each occurrence	$1,000,000

- 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 a 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 expired policy for a period of not less than two (2) years, if the replacement insurer will not preserve the original retroactive date.
- Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

5. UMBRELLA (Excess) LIABILITY

Limits of Liability

each occurrence	$2,000,000
aggregate	$2,000,000

- Must provide coverage in excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages (inclusive of the amendments stated above).

6. CYBER INSURANCE

Limits of Liability

each occurrence	$1,000,000

- Coverage must include cost of notification, cost of identity protection and repair insurance for affected individuals and third-party liability.
- Depending on the situation, other required coverages may include:
    - Regulatory Fines & Penalties
    - PCI Fines & Penalties
    - Cyber Extortion/Ransomware
    - Business Interruption
    - Data Reconstruction
    - Media/Website Liability
    - Breach Response Mitigation
        - Forensic investigations
        - Legal expenses
        - Notifications
        - Identity monitoring

G. GENERAL INSURANCE REQUIREMENTS.

1. CONTRACTOR/SUBRECIPIENT will secure and maintain throughout the duration of the Agreement, insurance of such types and in such amounts as are specified in this document.

2. The form, limits, and underwriter of all required insurance coverages is subject to City approval; however, regardless of any City review, it will be the responsibility of CONTRACTOR/SUBRECIPIENT to maintain the specified insurance coverage at all times.

3. Failure of CONTRACTOR/SUBRECIPIENT to maintain the specified coverage, or to ensure that any subcontractors maintain the specified coverage, will not relieve CONTRACTOR/SUBRECIPIENT of any contractual responsibility or obligation.

4. All policies are to contain notice requirements that ensure that thirty (30) days advance written notice will be provided to the City prior to cancellation/renewal or alteration of terms and conditions of the policies.

5. Certificates of Insurance for all of the coverage limits referenced herein must be provided prior to the Effective Date and for each year that the Agreement is in effect.

6. If subcontractors are used, each subcontractor must meet all General Insurance Requirements. It will be the responsibility of CONTRACTOR/SUBRECIPIENT to ensure that all subcontractors are in compliance with these requirements.

7. All policies other than Worker's Compensation/ Employers Liability, Professional Liability, Crime and Cyber Risk/Network Security are to include the City of Milwaukee its staffs, present and former employees, officers, directors, agents and representatives as additional insureds. The additional insured status should be shown on the Certificates of Insurance.

8. All policies will be written on an occurrence form, other than professional liability.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
INSURED Sample	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A :
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR			MINIMUM COVERAGE			MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ $1 M
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE			MINIMUM COVERAGE			AGGREGATE	$ 2,000,000
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A			MINIMUM COVERAGE			E.L. EACH ACCIDENT	$ 100,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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)

The City of Milwaukee is to be named as an additional insured on all liability coverage.

CERTIFICATE HOLDER

City of Milwaukee
Community Development Grant Administration
200 East Wells Street, Room 606
Milwaukee, WI 53202

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

ACORD 25 (2010/05)

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Sample

Insurance Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity Mailing Address or Email Address	Number Days Notice
CITY OF MILWAUKEE COMMUNITY DEVELOPMENT GRANTS ADMINISTRATION 200 EAST WELLS STREET,ROOM 606 MILWAUKEE,WI 53202	30

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

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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POLICY NUMBER: [redacted] COMMERCIAL GENERAL LIABILITY [redacted]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Milwaukee Community Development Grants Admin
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy these premises.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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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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.