



Contractor Insurance Requirements for Contracts with Milwaukee County

Every Contractor and parties furnishing services or products to Milwaukee County or any of its subsidiaries must provide County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract.

Modifications to the types of coverage, limits and/or other terms should not be made without the approval of the County's Risk Manager.

Insurance

Contractor shall, at its sole expense, maintain the following insurance:

- A. Commercial General Liability Insurance including contractual coverage: The limits of this insurance for bodily injury and property damage combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

- B. Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

- C. Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

- D. Employers Liability Insurance:

Such insurance shall provide limits of not less than \$100,000 per occurrence for bodily injury; \$100,000 per employee for bodily injury by disease, and \$500,000 policy aggregate.



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E. Cyber Liability Insurance:¹

The limits of this insurance shall be at least per occurrence:

Security Liability	\$1,000,000
Privacy Liability	\$1,000,000
Regulatory Proceedings	\$1,000,000
Technology Errors and Omissions	\$1,000,000
Breach Event Expenses	\$1,000,000

F. Professional Liability/Errors and Omissions:²

This insurance should insure the professional services of the Contractor for the scope of services to be provided under this contract. Such insurance shall provide limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

G. Contractor Pollution Liability Insurance:³

This insurance should insure against pollution liabilities caused by the Contractor's operations. The definition of pollution in the policy shall be broad enough to include mold, legionella, lead and asbestos. Such insurance shall provide limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Additional Requirements:

H. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.

I. If any of the coverage noted above is provided on a claims made and reported period, coverage shall be maintained for not less than 2 years (24 months) after the end of the Contract by either an extended reporting period (ERP) provision or by maintaining the coverage in force.

J. Milwaukee County should also be granted a waiver of subrogation in its favor on the insurance specified under the insurance policy terms of in (A.), (B.), (D.), (G.) and (H.) above.

¹ Cyber coverage is required for any/all Contractors who have access to either the County's information technology/computer system and/or have access to personally identifiable information.

² Professional liability (a/k/a Errors & Omissions insurance) is required for Contractors providing professional services, including, but not limited to architects, engineers, financial services, accounting, audit, legal services, consulting, and medical professionals.

³ Contractor pollution liability insurance is required for all Contractors doing physical work (e.g. maintenance, construction, plumbing, utility, street/road, etc.)



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- K. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- L. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- M. Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement.