EXHIBIT A

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EXHIBIT B

INSURANCE REQUIREMENTS

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 the timeframe specified in Sec. II.L of the Agreement (alternatively, "Contract"). If such certificate is not received, the City of Milwaukee has the authority to declare this Contract terminated.

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 occ urrence form, other than professional liability as noted below.

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

B. The minimum insurance requirements are as follows:

(1) Workers' Compensation and Employer's Liability

Workers' Compensation

Bodily Injury by Accident

Bodily Injury by Disease

\$100,000 each accident

\$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 underly ing 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

\$5,000,000 per occurrence

\$5,000,000 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) **Liquor Liability** (if alcohol is served)

Combined Single Limit

\$1,000,000 each accident

- 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 using ISO form CG2026 or its equivalent.
- If purchased, the Umbrella (Excess) should list this policy on the schedule of underlying insurance.
- (6) **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.
- (7) **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 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 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.
- (8) **Pollution Liability** (if potential pollutants are handled)

Combined Single Limit

\$1,000,000 each accident

- 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.
- (9) **Cyber Insurance** (if in possession of personally identifiable information)

Cyber Insurance

\$1,000,000 each incident

- Coverage shall include cost of notification, cost of identity protection and repair insurance for affected individuals and third party liability.
- The City of Milwaukee shall be added as an additional insured.

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