

CUYAHOGA COUNTY
Standard Insurance Language

The Contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. **Mandatory Insurance Requirements**

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) **Worker's Compensation Insurance** as statutorily required by the State of Ohio.

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$1,000,000 general aggregate;
\$1,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

If this Contract involves direct interaction with children or youth, this policy must include coverage for **Sexual Abuse and Molestation** in the same amount.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

2. **Additional Insurance Coverage**

Each of the following items may be required "in addition to" the mandatory County insurance requirements set forth above. Although these coverages may not be listed as mandatory County insurance requirements, it is at the County's discretion to mandate these coverages where deemed necessary based on the nature of the contracted services/products and allocated risks.

(a) **Professional Liability Insurance/Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering, consultants, counselors, medical professionals, legal and/or **other** professional services with a limit of liability not less than:

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\$1,000,000 per claim;
\$2,000,000 aggregate.

(b) **Cyber Risk Insurance** for **all** vendors who provide software development and installation, or the storage of, hosting of, use of or access to County data. This coverage shall respond to privacy and network security liability claims with limits of liability not less than:

\$3 million per claim;
\$3 million per aggregate.

(c) **Technology Professional/Errors & Omissions** for **all** vendors who provide IT professional technology services and products (including, but not limited to, IT consultants, software developers, web developers and designers, data processing, and internet media/publishers). This coverage shall respond with limits of liability not less than:

\$1 million per claim;
\$2 million per aggregate.

Note: The coverage amount may be higher depending on the type of project and professional services.

This coverage shall extend protection for economic loss of a third party arising from: (1) failure or the vendor's product to perform as intended or expected, and (2) acts, errors, or omissions committed by the vendor in the performance of its services.

(d) **Umbrella/Excess Liability Insurance** to provide additional insurance limits for commercial general liability and/or automobile liability, with limits of liability not less than:

\$5,000,000 each occurrence
\$5,000,000 general aggregate
\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items 1.(b)-(c).

(e) **All Risk Equipment Insurance** covering all risk of physical damage to equipment provided for use by Contractor.

(f) **Pollution Legal Liability Insurance** (including Contractors Pollution Liability Insurance, if applicable) with a limit of liability not less than:

\$1,000,000 per claim;

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\$1,000,000 aggregate.

(g) **Liquor Liability Insurance** with a limit of liability not less than:

\$1,000,000 per occurrence;
\$1,000,000 aggregate.

(h) **Aviation Liability Insurance** covering the use and maintenance of all owned and non-owned aircraft of any type with a limit of liability not less than:

\$10,000,000 per occurrence;
\$10,000,000 aggregate.

(i) **Marine Liability Insurance** covering the use and maintenance of all owned and non-owned watercraft with a limit of liability not less than:

\$5,000,000 per occurrence;
\$5,000,000 aggregate.

(j) **Builders Risk Insurance** on an All Risks Property Coverage Form covering damage to buildings or other structures while under construction or renovation including materials and fixtures whether or not yet incorporated into the buildings or other structures.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this Contract, shall:
 - (i) Name the “County of Cuyahoga, Ohio and its employees” as an Additional Insured. This does not apply to Workers Compensation, All Risk Equipment Insurance, Professional Liability/Errors & Omissions Insurance and Technology Professional/Errors & Omissions Insurance.
 - (ii) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.
 - (iii) Be primary and not in excess or contingent on any other basis;
 - (iv) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
 - (A) “Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability”; and/or
 - (B) “Waiver of subrogation in favor of the County.”
2. The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall

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carry a minimum A.M. Best's rating of A-VII or above.

3. The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.
4. **High-risk activities** may require higher insurance limits.
5. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
6. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
7. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
8. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
9. Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.
10. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.