2012 CONSULTANT CONTRACT INSURANCE REQUIREMENTS TRANSMITTAL FORM

FOR CITY USE ONLY: COMPLETE ALL YELLOW FIELDS

Contract: HUB/WMBE Supplier Recruitment **Contract Number:** SCL-13041
Contract Manager: Cynthia Kopperstad **Department:** SCL **Telephone:** 206-684-3006

INSURANCE REPRESENTATIVE – ATTACH THIS FORM TO INSURANCE CERTIFICATION SUBMITTED TO THE CITY

- **COMPLETE THESE FIELDS SO THAT WE MAY CONTACT YOU IF NECESSARY.**
  NAME: POSITION:
  NAME OF COMPANY
  EMAIL: TELEPHONE: FAX:

- **SEND ORIGINAL CERTIFICATION WITH COPY OF CGL ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDING TO:** THE CITY OF SEATTLE
  ATTN: **Cynthia Kopperstad** (IF BLANK, "RISK MANAGER")
  P.O. BOX **34023** (IF BLANK, "P.O. BOX 94669")
  SEATTLE, WA 98124-**4023** (IF BLANK, "-4669")

- **SEND COPY OF CERTIFICATION INCLUDING COPY OF ADDITIONAL INSURED PROVISION BY FAX TO (206) 470-1279 OR AS AN EMAIL ATTACHMENT IN ADOBE PDF FORMAT TO RISKMANAGEMENT@SEATTLE.GOV .**

The Consultant shall maintain continuously throughout the term of this Agreement, at no expense to the City, the following insurance coverage and limits of liability as checked below:

A. STANDARD INSURANCE COVERAGES AND LIMITS OF LIABILITY REQUIRED:

☒ **Commercial General Liability (CGL)** or equivalent insurance including coverage for:
Premises/Operations, Products/Completed Operations, Personal/Advertising Injury
Contractual and Stop Gap/Employers Liability (coverage may be provided under a separate policy).
Minimum limit of liability shall be $ 1,000,000 each occurrence Combined Single Limit bodily injury and property damage ("CSL") except:
— $ 1,000,000 each offense Personal/Advertising Injury
— $ 1,000,000 each accident/disease Stop Gap/Employers Liability.

☒ **Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable. The minimum limits shall be $1,000,000 CSL. ☐ **MSC-90 and CA 99 48 endorsements** required unless In-transit Pollution coverage is covered under required Contractor's Pollution Liability insurance.

☒ **Worker's Compensation** insurance for Washington State as required by Title 51 RCW Industrial Insurance.

B. ADDITIONAL COVERAGES AND/OR INCREASED LIMITS:

☐ **Umbrella or Excess Liability** "follow form" insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide **total** minimum limits of liability of ☐ $2,000,000 ☐ or $ CSL.
These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.

☐ **Contractor's Pollution Liability** insurance with minimum limits of liability of ☐$1,000,000 ☐ or $ CSL each claim.

☐ **Aviation Liability** insurance with minimum limits of ☐$1,000,000 or ☐ $ CSL each occurrence.

☐ **Watercraft/P&I Liability** insurance with minimum limits of ☐$1,000,000 or ☐ $ CSL each occurrence.

☐ **Federal Maritime** insurance with:
☐ **U.S.L.&H.** minimum limits ☐ $1,000,000 or ☐ $.
☐ **Jones Act** minimum limits ☐ $1,000,000 or $.

☒ **Professional Liability (E&O/Technical E&O)** insurance appropriate to the consultant's profession. The minimum limit shall be ☒$1,000,000 or ☐ $ each claim.

ONLY PARAGRAPH I. OF THE FOLLOWING CONDITIONS APPLIES TO WASHINGTON STATE TITLE 51 INDUSTRIAL INSURANCE (WORKERS COMPENSATION):

C. CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS: As respects CGL and Automobile Liability insurance, and Contractor's Pollution Liability insurance if required, the City of Seattle shall be included as an additional insured subject to a standard "Separation of Insureds" clause. As respects CGL and (if required) Contractor's Pollution Liability insurance, additional insured status for the City:

1. Must be established either by an appropriate additional insured endorsement issued and attached to the policy or by appropriate blanket additional insured policy wording, and
2. Shall be primary and non-contributory with any insurance or self-insurance coverage maintained by the City.

D. NO LIMITATION OF LIABILITY: The limits of liability specified herein are minimum limits of liability only and, except for the policy limits, shall not be construed to limit the liability of the Consultant or any of the Consultant's insurers. The City shall be an additional insured as required in paragraph C. above as respects the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.

E. SUBSTITUTION OF SUBCONSULTANT'S INSURANCE: If portions of the scope of work are subcontracted, the subconsultant or subcontractor may provide the evidence of insurance for the subcontracted body of work provided all the requirements specified herein are satisfied.

F. NOTICE OF CANCELLATION: Coverages shall not be canceled without at least thirty (30) days written notice to the City, except ten (10) days notice for non-payment of premium.

G. CLAIMS MADE FORM: If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The Consultant shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of this Agreement, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail") for the same period; or execute another form of guarantee acceptable to the City to assure the Consultant's financial responsibility for liability for services performed.

H. INSURER'S A.M. BEST'S RATING: Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by an licensed Washington State surplus lines broker, or as may otherwise be approved by the City.

I. SELF-INSURANCE: The City acknowledges that the Consultant may employ self-insured and/or alternative risk financing and/or capital market risk financing programs for some or all of its coverages. The term "insurance" wherever used herein shall include any such self-insured and/or alternative risk financing and/or capital market risk financing programs. The Consultant shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.

J. EVIDENCE OF INSURANCE (NOT APPLICABLE TO WASHINGTON STATE WORKERS COMPENSATION): The Consultant or its authorized representative shall deliver in the manner described an **Acord Certificate and Additional Insured Endorsement or Blanket Policy Wording** that complies with coverages, limits and conditions as required herein. (NOTE: A Copy of the actual additional insured endorsement or blanket additional insured policy wording to the CGL policy **MUST** BE ATTACHED TO THE CERTIFICATE to verify additional insured status.)

CGL INSURANCE WILL NOT BE APPROVED WITHOUT
ADDITIONAL INSURED ENDORSEMENT
OR
BLANKET ADDITIONAL INSURED WORDING
ATTACHED TO THE CERTIFICATE!