



INSURANCE REQUIREMENTS TRANSMITTAL FORM

This Insurance Requirements and Transmittal Form shall serve as an attachment and/or exhibit form to the Contract, and shall be interpreted and applied together as a single contractual instrument between the City of Seattle and the Agency.

Upon award of the Contract, the Agency shall maintain continuously throughout the entire term of the Contract, 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, Stop Gap/Employers Liability (coverage may be provided under a separate policy), and Abuse and Molestation (ensure that it is shown on the ACORD Certificate of Liability Insurance Form or a confirmation email from insurance agent). Minimum limit of liability shall be \$1,000,000 each occurrence Combined Single Limit bodily injury and property damage ("CSL") \$1,000,000 each occurrence Abuse and Molestation \$2,000,000 Products/Completed Operations Aggregate \$2,000,000 General Aggregate \$1,000,000 Abuse and Molestation \$1,000,000 each accident/disease—policy limit/disease—each employee Stop Gap/Employer's Liability
Automobile Liability insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent WITH MINIMUM LIMITS OF LIABILITY OF \$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.

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 \$ 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 for bodily injury, death, property damage, contractual and passenger liability 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 agency's profession. The minimum limit shall be \$1,000,000 or \$ each claim.
Crime Fidelity, Theft, Disappearance & Destruction Liability (to include Employee theft, wire transfer, forgery & mail coverage, and client coverage) with minimum limit \$1,000,000 or \$ per occurrence and in the aggregate. Coverage shall include 'Joint Loss Payable' ISO form CR 20 15 10/10 or equivalent; and "Provide Required Notice of Cancellation to Another Entity' SIO form CR 20 17 10/10.
Technology Errors & Omission (E&O) Insurance including but not limited to security and privacy liability with minimum limit of \$1,000,000 or \$ each claim.
Information Technology -Cyber Liability (Network Security Liability and Privacy Liability) with minimum limit \$1,000,000 or \$ per occurrence and in the aggregate. Coverage shall

include, but not be limited to, coverage for any actual or alleged breach of duty, neglect, error, act, mistake, omission, or failure arising out of Agency's Internet and Network Activities including coverage for, but not limited to, the following events: an attack that has the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access or unauthorized use of Agency's computer system; Computer Crime or Information Theft; Denial of Service; Extortion; Introduction, implantation, or spread of a Computer Virus; Loss of Service; Identity Theft; Infringement; Electronic data loss and restoration; Unauthorized Access or Use, including the gaining of access to Agency's computer systems by an unauthorized person or persons or an authorized person in an unauthorized manner. Coverage shall include notification and other expenses incurred in remedying a privacy breach and costs to investigate and restore data.

- C. CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS:** Agency shall include "the City of Seattle" as an additional insured to all of the insurance coverage listed and checked above in Sections A and/or Sections B; which must also be as primary and non-contributory with any insurance or self-insurance coverage or limits of liability maintained by the City, and in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket additional insured policy wording, and in any other manner further required by Contractor's insurance coverage to provide the City of Seattle additional insured coverage as set forth herein.
- D. NO LIMITATION OF LIABILITY:** Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only. Nothing in the City of Seattle's requirements for minimum insurance coverage shall be interpreted to limit or release liability of the Agency or any of the Agency's insurers. The City shall be an additional insured as required in paragraph C. regarding the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.
- E. REQUIRED SEPARATION OF INSURED PROVISION; CROSS-LIABILITY EXCLUSION AND OTHER ENDORSEMENTS PROHIBITED:** Agency's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. Agency's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Agency's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Agency's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. Agency's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Contract with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Agency or reduced and/or offset against the Contract.
- F. SUBSTITUTION OF SUBCONTRACTOR'S INSURANCE:** If portions of the scope of work are subcontracted, the subcontractor may provide the evidence of insurance for the subcontracted body of work provided all the requirements specified in this Insurance Transmittal Form are satisfied.
- G. NOTICE OF CANCELLATION:** The above checked insurance coverages shall not be canceled by Agency or Insurer without at least forty-five (45) days written notice to the City, except ten (10) days' notice for non-payment of premium.
- H. 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 the Contract. The Agency shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of the Contract, 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 Agency's financial responsibility for liability for services performed.

- I. **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 a licensed Washington State surplus lines broker, or as may otherwise be approved by the City.
- J. **SELF-INSURANCE:** The City acknowledges that the Agency 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 Agency shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.
- K. **EVIDENCE OF INSURANCE (NOT APPLICABLE TO WASHINGTON STATE WORKERS COMPENSATION):** Agency must provide the following list of evidence of insurance:
 - a) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
 - b) An attached City of Seattle designated additional insured endorsement or blanket additional insured wording to the CGL/MGL or other additional insurances required (and if required Agency's Pollution Liability insurance policy).
 - c) A copy of all other amendatory policy endorsements or exclusions of Agency's insurance CGL/MGL policy that evidences the coverage required.

At any time upon the City's request, Agency shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, Agency shall also cause a complete and certified copy of the requested policy to be timely furnished to the City of Seattle.

NOTE: CERTIFICATES WITHOUT ATTACHED ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED WORDING COVERAGE FOR THE CITY OF SEATTLE WILL NOT BE APPROVED!