

**DEVELOPER-INSTALLED WATER MAINS
INFORMATION SHEETS FOR DEVELOPER'S CONTRACTOR**

DEVELOPER-INSTALLED WATER MAIN PROJECTS SEATTLE PUBLIC UTILITIES

CONTRACTOR INSURANCE REQUIREMENTS

The Property Owner's Contractor shall obtain prior to starting construction, and maintain continuously for the term of this contract, at its own expense, occurrence for Commercial General Liability insurance with endorsements, automobile liability and any other insurance required to indemnify for the activities and services of this Contract, including environmental or hazardous or materials claims.

- (1) Commercial General Liability written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent, including premises/operations; products/completed operations; personal/advertising injury; contractual liability; and independent contractors liability. The minimum limits of liability for bodily injury and property damage shall be \$1,000,000 each occurrence and \$1,000,000 general, products/completed operations aggregate;
- (2) If any vehicle is used in the conduct of the Contractor's business, a policy of Business Automobile Liability written on an insurance industry standard form (ISO form CA 00 01) or equivalent, to include coverage for owned, non-owned, leased or hired vehicles. The minimum limits of liability for bodily injury and property damage shall be \$1,000,000 per accident;
- (3) If any work under this Contract will be performed by a resident of the State of Washington, Worker's Compensation for the State of Washington ("Industrial insurance") as required by Title 51 of the Revised Code of Washington. The Contractor waives, with respect to the City only, its immunity under Title 51 of the RCW;
- (4) The insurance as provided under items (1) and (2) above shall be (a) endorsed to include The City of Seattle, its officers, elected officials, employees, agents and volunteers as an Additional Insured (on ISO form CG2026 or equivalent), and (b) shall not be reduced or cancelled without forty-five (45) days prior written notice to the City;
- (5) The Contractor's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and noncontributing with the Contractor's insurance.
- (6) Evidence of Insurance: Work will not be permitted until the City receives insurance documents as follows: (a) a copy of the declarations pages of the policy, (b) the endorsement forms list, and (c) the additional insured endorsement.
The declaration pages shall clearly show the policy effective dates, the policy number, policy limits, and the named insured. **Certificates of Insurance will not be accepted as evidence of insurance.**
- (7) Subcontractors: Contractor shall include all subcontractors performing any work included under this contract as an insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

Failure of the property owner or their Contractor to comply with any and all of the terms of the foregoing insurance provisions shall be considered a material breach of this contract.