



## KING COUNTY HOUSING AUTHORITY INSURANCE REQUIREMENTS

### INSTRUCTIONS / ENDORSEMENT FOR COMPLETING, EXECUTING, AND SUBMITTING EVIDENCE OF INSURANCE

#### A. INSURED CONSULTANT:

1. In order to reduce problems and time delays in providing evidence of insurance to the King County Housing Authority you are requested to give your insurance agent or broker a copy of *the Insurance Requirements Sheet along with the Instructions/Endorsement Form(s) for Completing, Executing, and Submitting Evidence of Insurance*.
2. If the agreement requires Workers' Compensation coverage and you have been authorized by the State to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State.
3. All questions relating to insurance should be directed to the department or office responsible for your contract, lease, permit, or other agreement.

#### B. INSURANCE AGENT OR BROKER:

1. The appropriate Endorsement Form shall include:
  - a. King County Housing Authority as Additional Insured
  - b. State that the Contractor's Insurance Is Primary
  - c. State King County Housing Authority's Insurance Is Non-Contributory In Claims Settlement Funding

**PLEASE NOTE:** King County Housing Authority **WILL NOT ACCEPT** Certificates of Insurance Alone.

2. More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's agreement, contract, lease or permit are included. In each instance, King County Housing Authority shall be named as additionally insured on the appropriate endorsement forms.
3. You shall have an authorized representative of the insurance company forward the completed endorsement forms with his/her phone number noted at the bottom of the page, to King County Housing Authority.
4. The name of the Insurance Company underwriting the coverage and its address shall be noted on the endorsement form.
5. The "General description of agreement(s) and/or activity(s) insured" shall include reference to the activity and/or to either the specific King County Housing Authority's:
  - a. Contract Number
6. The Coverage and limits for each type of insurance are specified on the insurance requirements sheet. When coverage is on a scheduled basis, then a separate sheet is to be attached to the endorsement listing such scheduled locations, vehicles, etc. so covered.
7. Endorsements to excess policies will be required when primary insurance is insufficient in complying with King County Housing Authority's requirements.



8. If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.
9. When additional sheets are attached, change the number of pages at the bottom of the form to so indicate.
10. Completed Endorsement(s) including cancellation notices and questions relating to the required insurance are to be directed to:

KING COUNTY HOUSING AUTHORITY  
ATTN: CAPITAL CONSTRUCTION DEPARTMENT  
700 ANDOVER PARK WEST, SUITE C  
TUKWILA, WA 98188

11. Improperly Completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
12. For extensions or renewals on insurance policies which have King County Housing Authority Endorsement Form(s) attached, the Housing Authority will accept a copy of the endorsement to extend the period of coverage as evidence of continued coverage.

C. MINIMUM LIMITS:

1. REFER TO "Insurance Requirements" attached.

FOR INFORMATION ONLY



## **INSURANCE REQUIREMENTS FOR CONSULTANTS**

### **The Awarded Consultant shall comply as follows:**

Consultant(s) shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its employees, sub-consultants, agents and representatives, and anyone acting on its behalf. The cost of such insurance shall be borne by the Consultant. By requiring the insurance below, KCHA makes no statement or representation that such coverages and limits are independently adequate for the Contractor's business operations. Consultant is encouraged to contact their insurance representative to establish such adequacy.

**THE KING COUNTY HOUSING AUTHORITY (AUTHORITY) SHALL BE NAMED AS ADDITIONALLY INSURED ON THE APPROPRIATE ENDORSEMENT FORMS.**

### **MINIMUM SCOPE OF INSURANCE:**

Shall be **at least** as broad as:

1. Insurance Services Office Commercial General Liability coverage.
2. Insurance Services Office covering any Owned, Leased, Hired and Non-owned, and Automobile Liability (# 1- any auto).
3. Worker's Compensation Insurance (L&I) as required by Washington State Law and Employer's Liability Insurance.
4. Professional Liability.

### **MINIMUM LIMITS OF INSURANCE:**

Shall be **at least** as broad as:

1. General Liability:  
\$1,000,000.00 per occurrence for bodily injury, personal injury and property damage, with an aggregate limit of \$2,000,000.00.
2. Automobile Liability:  
\$1,000,000.00 per occurrence combined single limit covering bodily injury and property damage.
3. Stop Gap/Employers Liability:  
\$1,000,000.00 per accident for bodily injury, sickness or disease. This coverage may be included in the General Liability policy.
4. Errors and Omissions:  
\$1,000,000.00 per claim when professional services are provided under the contract.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS:**

Any deductibles or self-insured retentions must be declared to and approved by the KCHA. At the option of KCHA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect



to KCHA, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to KCHA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**OTHER INSURANCE PROVISIONS:**

All policies except Errors and Omissions (Professional Liability) are to contain, or be endorsed to contain, the following provisions:

1. The Authority (KCHA), its officers, officials, employees, agents, partners, and volunteers are to be covered as additional insureds as respect to products and services of the Consultant. The endorsement(s) effectuating the foregoing additional insured coverage shall be **ISO form CG 20 10 10 01 or its equivalent<sup>1</sup>**. Additional insured status shall be for all limits carried, not limited to the minimum acceptable as required herein.
2. The Consultant's insurance coverage shall be primary insurance as respect to the Authority (KCHA), its officers, officials, employees, agents, partners, and volunteers. Any insurance or self-insurance maintained or expired by the Authority (KCHA), its officers, officials, employees, agents, partners, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
3. The Consultant on behalf of itself and its liability insurance carriers release and waive any claims and subrogation rights against The Authority, its successors and assigns, director, officers, officials, employees, agents, partners, and volunteers. The Consultant agrees that they will cause its insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charged therefore, the Consultant shall pay the same.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days [ten (10) days for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given to the Authority (KCHA).
5. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days [ten (10) days for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given to the Authority (KCHA).
6. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-:VII. Consultant must provide written verification of their insurer's rating.
7. Verification of Coverage: The Consultant shall furnish the Authority (KCHA) with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Authority (KCHA) before Consultant commences delivery of products or services. The Authority (KCHA) reserves the right to require complete, certified copies, or pertinent parts thereof, of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

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<sup>1</sup> "Equivalent" means that any endorsements provided must have the equivalent coverage of the listed endorsements. NOTE: This may cost the Consultant extra money to get this coverage.



8. Sub-consultants: Any sub-consultant shall include all Consultants as Additional Insured under its policies. Consultant shall be responsible for sub-consultant complying with such requirement, and failure to confirm compliance shall constitute breach of contract by the Consultant. All coverage for sub-consultants shall be subject to all of the requirements stated herein.
9. Claim Made Policies: In the event that the professional liability insurance required by this contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this contract.

**INDEMNIFICATION AND HOLD HARMLESS:**

The Consultant hereby agrees to indemnify and hold harmless KCHA, its successors and assigns, directors, employees, agents, partners, and volunteers of the foregoing (“Indemnitees”), from and against any and all claims and losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorney’s fees) arising or resulting from such claims, the performance of the services, or the acts or omissions of the Consultant, its successors and assigns, employees, and agents of each of the foregoing, or anyone acting on the Consultant’s behalf in connection with this Agreement or its performance; PROVIDED, however, that the Consultant shall not be required to so indemnify any of such Indemnitees against all liability for damages caused by or resulting from the sole negligence of the Indemnitees; PROVIDED FURTHER that if such damages are caused by or result from the concurrent negligence of the Indemnitees and of the Consultant or anyone acting on the Consultant’s behalf, then the Consultant’s indemnity hereunder shall be limited to the extent of the negligence of the Consultant or its successors and assigns, et al.

The foregoing indemnity is specifically and expressly intended to constitute waiver of the Consultant’s immunity under Washington’s Industrial Act, RCW Title 51, and that this waiver has been specifically negotiated and agreed upon by the parties.

The Consultant hereby agrees to require all its sub-consultants or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract to execute an indemnity clause identical to the preceding clause, specifically naming King County Housing Authority (KCHA) as Indemnitee, and failure to do so shall constitute a material breach of this Contract by the Consultant.

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