# goodlargecolorcitylogocopyCity of Seattle CONSULTANT CONTRACT

# INSURANCE REQUIREMENTS TRANSMITTAL FORM

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| **CITY STAFF ONLY: COMPLETE ALL YELLOW FIELDS** |
| **Contract:**       **Contract Number:** |
| **Contract** **Manager:**       **Department:**       **Telephone:** |

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 (“City”) and       (“Consultant”).

**CONSULTANT: SEND THIS FORM TO YOUR INSURANCE PROFESSIONAL TO COMPLETE THE GREEN BOX AND TO ENSURE COMPLIANCE WITH ALL THE COVERAGE REQUIREMENTS, TERMS AND CONDITIONS REQUIRED BY THE CITY OF SEATTLE.**

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

**⦁ COMPLETE THESE FIELDS SO THAT WE MAY CONTACT YOU IF NECESSARY. (REQUIRED)**

NAME:       POSITION:

NAME OF COMPANY

EMAIL:       TELEPHONE:       FAX:

⦁ SEND ORIGINAL CERTIFICATION WITH COPY OF CGL ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDINGTO: THE CITY OF SEATTLE

ATTN: Michelle Ell (IF BLANK, “RISK MANAGER”) P.O. BOX 34028

SEATTLE, WA 98124

In the “Certificate Holder” field of the certificate of insurance, write “Attention: City of Seattle.”

**Upon award of the Contract, the Consultant 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 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.

**☒ Commercial Automobile Liability** for owned, non-owned, leased or hired vehicles, as applicable, written on an ISO form CA 00 01 or equivalent WITH **MINIMUM LIMITS** **OF LIABILITY OF $1,000,000** per occurrence for Bodily Injury and Property Damage.

**MSC-90 and CA 99 48 endorsements** are required if “pollutants” are to be transported.

**☒ 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 to provide **total** minimum limits of liability of $3,000,000.  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 loss and annual aggregate.

**Aviation Liability** insurancefor 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 consultant’s profession.  The minimum limit shall be $5,000,000 each claim.

**Crime Fidelity, Theft, Disappearance & Destruction Liability (to include Employee theft, wire transfer, forgery & mail coverage, and client coverage)** withminimum 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 withminimum limit of $1,000,000 or  $      each claim.

**Information Technology –Cyber Liability (Network Security Liability and Privacy Liability)** withminimum 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 Consultant’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 Consultant’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 Consultant’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.

1. **CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS:** Consultant shall include “The City of Seattle and its officers, officials, employees, agents and volunteers” as additional insured to all of the insurance coverage listed and checked above in Section A and Section B, except Professional Liability and Workers’ Comp. Additional Insured status shall include Products/Completed Operations. All insurance shall be 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. The City shall be additional insured for the full available limits of liability maintained by the Consultant, whether such limits are primary, excess, contingent or otherwise, irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to Section A and Section B describes limits lower than those maintained by the Consultant.
2. **NO LIMITATION OF LIABILITY:**

Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the liability of Vendor or any insurer for any claim required to be covered. “City of Seattle, its officials, agents, and employees” shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by vendor, whether those limits are primary, excess, contingent or otherwise. Vendor expressly understands and agrees this provision shall override any limitation of liability or similar provision in any agreement or statement of work between the City and Vendor.

1. **Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited:**

Vendor’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. Vendor’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 Vendor’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. Vendor’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. Vendor’s failure to comply with 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 Vendor or reduced and/or offset against the Contract.

1. **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 in this Insurance Transmittal Form are satisfied.
2. **NOTICE OF CANCELLATION:** The above checked insurance coverages shall not be canceled by Consultant or Insurer without at least forty-five (45) days written notice to the City, except ten (10) days’ notice for non-payment of premium.
3. **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 Consultant 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 Consultant’s financial responsibility for liability for services performed.
4. **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.
5. **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 Consultant shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.
6. Changes in Insurance Requirements: The City shall have the right to periodically review the adequacy of coverages and/or limits of liability because of inflation and/or a change in loss exposures and may require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Vendor. Should Vendor, despite its best efforts, not maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.
7. **EVIDENCE OF INSURANCE (NOT APPLICABLE TO WASHINGTON STATE WORKERS COMPENSATION):**

Vendor must provide this evidence of insurance:

1.       A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein.

2.       An attached City of Seattle designated additional insured endorsement or blanket additional insured wording to the CGL.

3.       A copy of all other amendatory policy endorsements or exclusions of Vendor’s insurance CGL policy that evidences the coverage required.

At any time upon the City’s request, Vendor shall furnish 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, Vendor shall also cause a complete and certified copy of the requested policy to be timely furnished to the City.

Send evidence of insurance to the City at the addresses at the top of this form.

ATTN: Michelle Ell

PO Box 94687

SEATTLE, WA 98124-4678

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