

Attachment D: Proof of Insurance

GRANTEE:
PROJECT/EVENT:
YEAR:

1. INSURANCE.

1.1. The GRANTEE shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the GRANTEE, its agents, representatives, employees or subcontractors.

1.2. GRANTEE'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the GRANTEE to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

1.3. Minimum **Scope** of Insurance. GRANTEE shall obtain insurance of the types as marked and described below:

- Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the GRANTEE's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad.
- Professional Liability (Errors and Omissions) insurance appropriate to the GRANTEE's profession.
- Directors and Officers Liability insurance.
- Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage.
- Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Grantee's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Grantee's Excess or Umbrella Liability insurance policy. The Excess or Umbrella insurance coverage will drop down when

underlying policy aggregate limits are exhausted.

1.4. **Minimum Amounts of Insurance.** GRANTEE shall maintain the following insurance limits:

- Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- Directors and Officers Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- Excess or Umbrella Liability insurance with limits of not less than \$1,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through the Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

1.5. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability, Automobile Liability and Excess or Umbrella Liability insurance:

1.5.1. The GRANTEE's insurance coverage shall be primary insurance with respect to the CITY and COUNTY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY and COUNTY shall be excess of the GRANTEE's insurance and shall not contribute with it.

1.5.2. Any payment of deductible or self-insured retention shall be the sole responsibility of the GRANTEE.

1.5.3. The GRANTEE'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

1.6. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

1.7. **Verification of Coverage.** GRANTEE shall furnish the CITY and COUNTY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance

requirements of the GRANTEE before commencement of the work.

1.8. Cancellation. GRANTEE will provide notice to the CITY and COUNTY of any cancellation of coverage by no later than three (3) days after GRANTEE is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

1.9. CITY and COUNTY Full Availability of GRANTEE Limits. If the GRANTEE maintains higher insurance limits than the minimum amounts shown above, the CITY and COUNTY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the GRANTEE, irrespective of whether such limits maintained by the GRANTEE are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY and COUNTY evidences limits of liability lower than those maintained by the GRANTEE.

- Grantee does not maintain the insurance as indicated above. Grantee acknowledges that all liability for claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Grantee, their agents, representatives, employees or subcontractors, are the responsibility of Grantee, with no contributory coverage available through the City and COUNTY.

Grantee initials: _____

- State Agency Grantee:** The Grantee, an agency of the State of Washington, warrants that it is self-insured against liability claims in accordance with the risk management and tort claims statutes, including chapter 4.92 RCW and RCW 43.19.760 et seq. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort liability claims against the Grantee and its officers, employees, and agents acting as such, and all such claims must be filed and processed as provided therein. Grantee shall not be required to name or add the City as an additional insured under Grantee's self-insurance policy. All remaining portions of the insurance requirements above which are legally compliant shall still apply to a State Agency Grantee.

Grantee Initials: _____

