

**Instructions to Bidders for Completing, Executing, and
Submitting Evidence of Insurance to the Housing Authority**

PROVIDE THIS DOCUMENT AND ATTACHMENTS TO YOUR INSURANCE AGENT

INSURED: _____ DATE _____

AGREEMENT/REFERENCE NUMBER: _____

A. Insured (Contractor, Vendor, or Tenant)

1. In order to reduce problems and time delays in providing evidence of insurance to the Authority you are requested to give your insurance agent or broker a copy of the attached Insurance Requirements Sheet, along with these instructions 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 Authority department or office responsible for your contact, lease, permit, or other agreement.

B. Insurance Agent or Broker

1. The appropriate endorsement form shall be used. Certificates of Insurance alone will not be accepted by the Authority.
2. More than one insurance policy may be required to comply with the insurance requirements. The Authority's insurance requirements to your insured's agreement, contract, lease, or permit are attached.
3. You shall have an authorized representative of the insurance company sign the completed endorsement forms and note his/her telephone number on them.
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 Authority contract number, lease number, permit number, or construction approval number.
6. The coverages and limits for each type of insurance are specified on the attached 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.
7. Endorsements to excess or umbrella policies will be required when primary insurance is insufficient to comply with the Authority's requirements.
8. Completed endorsement(s) including cancellation notices and questions relating to the required insurance are to be directed to:

Address Cancellation Notice and Issue Endorsements to:

Everett Housing Authority
NAME OF HOUSING AUTHORITY

Brenda McLeod-Assistant Director of Procurement & Contracts
NAME OF INDIVIDUAL

P. O. Box 1547
STREET ADDRESS

Everett, WA 98206-1547
CITY, STATE, ZIP

9. Improperly completed endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
10. Delay in submitting properly completed endorsement forms may delay your insured's intended occupancy or operation under the agreement with the Authority, **or may result in your insured's bid being rejected for non-compliance.**

Additional Insured:

**Housing Authority of the City of Everett
Legacy, LLLP**

Special Conditions to the Housing Authority Contract of Construction

In order for the Authority to be adequately protected as is required by the HUD General Conditions to the contract, the following Special Conditions shall apply to the successful proposal:

Insurance Endorsements:

In order to comply with HUD's requirement that Authorities not assume the liability of contractors or their sub-contractors, and in the exercise of responsible risk management, insurance endorsements shall be required in order to protect the Authority. Prior to the beginning of any work under this contract, an authorized representative of each successful bidder's insurers shall submit insurance endorsements naming the Authority as Additional Insured.

- If the duties under this contract require Professional Errors and Omissions Liability insurance, the Additional Insured requirement of these Special Conditions shall be waived. However, all other provisions herein shall remain in effect.
- Insurance offered to indemnify the Authority shall be provided by insurers rated by A.M. Best Company with a rating of not less than B+:VI.
- If the coverages offered are on a claims-made form, the insurer shall provide an extended five- year reporting period to the Additional Insured (*Authority*).
- All such insurance shall be primary policies notwithstanding any inconsistent provisions in any policies of insurance or self-insurance maintained by the Authority and shall not require contribution by the Authority on any basis, pro rata, or otherwise.
- The policy to which the Additional Insured endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy to which the Additional Insured endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice of not less than thirty (30) days given to the designated Authority official by certified mail, return receipt requested prior to the effective date thereof.

The Authority has provided its Instruction to Bidders and insurance requirements required under this contract. ISO Endorsements or others, will be acceptable provided they contain the protection contained in the insurance specifications.

***Insurance Requirements for Contractors
(with construction, lead paint, or asbestos risks)***

Contractor 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 or failure to perform the work hereunder by the Contractor, its agents, representatives, employees, or sub-contractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability Code 1 (*any auto*), [*require if scope of work includes driving on Authority property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Builder's Risk insurance coverage for all risks of loss (*in compliance with HUD guidelines*).

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.

NOTE: If this contract deals with hazardous materials or pollutants (i.e. lead based paint, asbestos, etc.) the Contractor shall carry Contractor's Pollution Liability insurance to cover the pollution exposures. The Authority shall be named as Additional Insured on the policy.

2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Builder's Risk: Completed value of the project.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.
2. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. 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 by the Contractor.

Builder's Risk policies shall contain the following provisions:

1. The Authority shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the Authority, its officers, officials, employees and volunteers.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+:VI. Bidders must provide written verification of their insurer's rating.

VERIFICATION OF COVERAGE

Contractor shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before work commences to permit Contractor to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required

insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Use of sub-contractors must be pre-approved by the Authority. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractors' work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above.

NOTE: If a subcontractor will be hired to perform hazardous material remediation, that subcontractor will name the Authority, its officers, officials, employees and volunteers as additional insureds on its Pollution Liability insurance policy by endorsement. Such policy will provide coverage for the hazardous material work and other hazardous material operations.

NOTE: The General Contractor's Commercial General Liability insurance should not include CG 2294 or CG 2295 as these endorsements will eliminate the General Contractor's insurance coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

END OF SECTION 4 INSURANCE REQUIREMENTS