

## **EXHIBIT "A"**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

These requirements are for Contractors performing work or services for the Spokane Housing Authority, a body corporate and politic created by the Housing Authority law of the State of Washington, hereinafter called "SHA"

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 subcontractors.

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG-0001 XX XX)
2. Insurance Services Office form number CA 00 01 XX XX covering Automobile Liability, code 1 (*any auto*)
3. Worker' Compensation insurance as required by State law and Employer's Liability insurance.
4. Course of Construction insurance covering all risks of loss (in compliance with HUD regulations) {applies to "New" construction}

#### **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000.00 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 this project/location or the general aggregate limit shall be **twice** the required occurrence limit.
2. Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the Project. {applies to "New" construction}

#### **Deductibles and Self-Insurance Retentions**

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

**NOTE: If this contract deals with hazardous materials or activities (i.e. Lead based paint, asbestos, armed security guards) additional provisions covering those exposures must be included in order to protect SHA's interests.**

#### **Other insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SHA, its officers, officials, employees, and volunteers are to be covered as additional insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance

as respects SHA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by SHA, its officers, officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this exhibit 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 SHA.
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.

Course of Construction policies shall contain the following provisions:

1. **SHA shall be named Loss Payee.**
2. The insurer shall waive all rights of subrogation against SHA, 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 SHA with original certificates and amendatory endorsements affecting the coverage required by this exhibit. The endorsements should be on forms provided by SHA or on other than SHA's forms, providing those endorsements conforms fully to the requirements. All certificates and endorsements are to be received and approved by SHA before work commences in sufficient time to permit contractor to remedy any deficiencies. SHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**Insurance Industry "Additional Insured Endorsement Form" - # CG 20 37 XX XX is the preferred form. Other forms may be acceptable upon review and acceptance by SHA's insurer.**

### **Subcontractors**

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates for each subcontractor in a manner and in such time as to permit Authority to approve them before subcontractors' work begins. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

**Note: If a subcontractor will be hired to perform hazardous material remediation, or other hazardous operations, that subcontractor will name SHA, its officers, officials, employees, Commissioners and volunteers as additional insured's on its general liability insurance policy by endorsement. Such policy will provide coverage for the hazardous material remediation and other hazardous operations risks.**