

Construction Services – Renovations and Repairs

INSURANCE REQUIREMENTS. Spokane Housing Authority

Contractor's Insurance. Without limiting Contractor's indemnification of Owner, Contractor shall maintain at its own expense during the entire term of this Agreement policies of insurance of the types and amounts described below.

Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance providing coverage for bodily injury, property damage, and personal and advertising injury with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than [\$1,000,000.00] per occurrence, and [\$1,000,000.00] general aggregate and shall include coverage for completed operations for up to the statutory period. This policy shall include blanket contractual liability. Limits may be achieved through a combination of primary and excess/umbrella policies.

Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than [\$1,000,000.00] combined single limit for each accident.

Workers' Compensation Insurance. Contractor shall maintain Workers Compensation Insurance as required by applicable state statute and Employer's Liability Insurance, with limits of at least one million dollars (\$1,000,000) per accident, employee, and disease.

Professional Liability (Errors & Omissions) Insurance. Contractor shall maintain professional liability insurance that covers architectural and design services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Contractor's Pollution Liability Insurance. Contractor shall maintain Contractor's Pollution Liability Insurance providing coverage for bodily injury, property damage, personal injury and environmental site restoration including fines and penalties in accordance with applicable EPA or state regulations in the minimum amount of one million dollars (\$1,000,000) per occurrence and annual aggregate. Coverage shall extend to losses from the release or escape of pollutants including discharge of pollutants brought to the site, release of pre-existing pollutants at the site whether sudden or gradual over time and mold resulting from Contractor's work. Coverage must also extend to first-party clean-up costs, business interruption, loss of rents, and extra

expense and include coverage for completed operations up to ten (10) years following project acceptance by Owner.

Installation Floater. Contractor shall maintain an Installation Floater providing coverage for the value of equipment to be installed and shall include Owner as an insured and loss payee. Coverage for testing, water damage, mechanical breakdown, and electrical injury shall be included.

Builder's Risk. Contractor shall maintain a policy of builder's risk insurance written on an all risks of direct physical loss basis and covering the 100% full replacement cost of the value of Improvements, which shall include hard and soft costs, equipment, supplies, and materials existing onsite, in transit, or stored at off-site location. *[NOTE: may or may not exclude requirement for flood, earthquake, and terrorism coverage]*. Policy shall be written on a completed value basis. Policy shall have a deductible approved by Owner and payment of such deductible shall be the responsibility of Contractor. In the event of insurance claims for property damage during construction, the Owner shall be included as Loss Payee to the extent of its interest.

Other Provisions of Contractor's Insurance.

Additional Insured Status. Except for professional liability and workers compensation insurance, insurance policies required herein shall provide or be endorsed to provide that Owner and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Primary Insurance. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Owner and shall include cross liability or severability of interest.

Proof of Insurance. Contractor shall deliver to Owner certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Agreement, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by Owner. Certificates of insurance must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. Owner reserves the right to request copies of required insurance policies, as needed.

Deductibles and/or Self-insured Retentions. Any self-insured retentions must be declared to and approved by Owner. Payment of deductibles and self-insured retentions maintained by Contractor is the sole responsibility of the Contractor. To the extent Contractor elects to self-insure, subject to Owner's approval, such self-insurance shall in no way limit liabilities assumed by Contractor in this Agreement, including but not limited to Owner's status as an additional insured or Contractor waiving rights of recovery or subrogation.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State in which the Property is located, with an assigned policyholders' AM Best Rating of A- (or higher) and Financial Size Category Class VII (or larger), unless otherwise approved by the Owner's Risk Contractor.

Notice of Cancellation. Contractor's insurance shall be endorsed to provide Owner with written notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days written notice of cancellation.

Contractor's Property. Contractor is solely responsible for the repair or replacement of Contractor's personal property and equipment, whether owned or non-owned, used during Contractor's work. Owner shall have no responsibility to insure or cover the cost to repair or replace Contractor's personal property or equipment, regardless of cause of loss.

Subcontracted Work. Should Contractor subcontract any of the work under this Agreement, Contractor shall require its subcontractors to carry insurance in types and with limits appropriate for the risk and such policies shall include Owner as an additional insured.

Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Owner to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Owner nor does it waive any rights hereunder.

Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Owner's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Owner has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Owner will be promptly reimbursed by Contractor or Owner will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Owner may cancel this Agreement.

Owner's Right to Revise Specifications. The Owner reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional costs to the Contractor, the Owner and Contractor may renegotiate Contractor's compensation.

Additional Insurance. Contractor may maintain, at its own cost and expense, any additional kind of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Waiver of Subrogation. All insurance coverage maintained by Contractor shall be endorsed to waive subrogation against the Owner, including its officers, agents, officials, employees, and volunteers or shall specifically allow the Contractor to waive its rights of subrogation prior to a loss. Contractor hereby waives its rights of recovery against the Owner.

