

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$																
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$																
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"></td> <td style="width:10%;">WC STATU-TORY LIMITS</td> <td style="width:10%;">OTH-ER</td> <td style="width:10%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$</td> </tr> </table>		WC STATU-TORY LIMITS	OTH-ER			E.L. EACH ACCIDENT		\$		E.L. DISEASE - EA EMPLOYEE		\$		E.L. DISEASE - POLICY LIMIT		\$
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	E.L. DISEASE - EA EMPLOYEE		\$																			
	E.L. DISEASE - POLICY LIMIT		\$																			
		<b>OTHER</b>																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ISO | Commercial General Liability Forms | 11/01/85

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR  
CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name of Person or Organization:</b></p>    
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Person or Organization:</b>
<b>Location And Description of Completed Operations:</b>
<b>Additional Premium:</b>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

## INSURANCE REQUIREMENTS FOR DEVELOPER EXTENSION AGREEMENTS

1.1 The developer shall obtain and keep in force during the term of the contract, Commercial General Liability insurance policies with insurance companies which have an A.M. Best's rating of A VII or better and who are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW.

1.2 Prior to the execution of the contract, the developer shall purchase and maintain during the term of this project a Commercial General Liability insurance policy meeting the requirements set forth herein. The developer shall file with the district either a certified copy of all insurance policies or a Certificate of Insurance with such endorsements attached, as are necessary to comply with these specifications. Failure of the developer to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the developer extension agreement and of any an all district obligations, regarding same.

1.3 The developer shall not begin work under the agreement or under any special condition until all required insurance has been obtained and until such insurance has been approved by the district. Said insurance shall provide coverage to the developer, and the district. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damage which may arise from any act or omission of the developer, the developer's contractors, or by anyone directly or indirectly employed by either of them.

1.4 The insurance policies shall specifically name the district, its elected or appointed officials, officers, employees, agents and volunteers as insureds with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the developer; or (b) products and completed operations of the developer, or (c) premises owned, leased or used by the developer. The insurance shall be maintained in full force and effect at the developer's expense throughout the term of the developer extension agreement.

1.5 The district shall be given at least 45 days written notice of cancellation, nonrenewal, material reduction or modification of coverage, such notice to be given by certified mail.

1.6 The coverage provided by the developer's insurance policies are to be **primary** to any insurance maintained by the district. Any insurance that might cover this agreement which is maintained by the district shall be in excess of the developer's insurance and shall not contribute with it.

1.7 The developer's insurance policies shall protect each insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one insured shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. However, this provision shall not increase the limits of the insurer's liability.

1.8 The General Aggregate provision of the developer's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this project.

1.9 The developer's insurance policies shall not contain deductibles or self-insured retentions in excess of \$10,000 unless approved by the district.

1.10 The developer's insurance policies shall contain a provision that the district has no obligation to report events which might give rise to a claim until a claim has been filed with the district's Board of Commissioners.

1.11 Types and Limits of Insurance Required:

#### **Commercial General Liability**

- \$1,000,000 each occurrence Bodily Injury and Property Damage liability
- \$2,000,000 annual aggregate
- Employees and volunteers as Additional Insureds
- Premises and operations
- Broad form property damage including underground, explosion and collapse hazards (XCU)
- Products completed operations
- Blanket contractual
- Subcontractors
- Personal injury with employee exclusion deleted
- Employers liability (Stop gap)

#### **Automobile Liability**

- \$1,000,000 per accident bodily injury and property damage liability, including
- Any owned automobile
- Hired automobiles
- Non-owned automobile

#### **Umbrella Liability**

- \$2,000,000 per occurrence
- \$2,000,000 aggregate

1.12 As an alternative to the above indicated Commercial General Liability and Umbrella Liability insurance policies the developer may provide the district with an Owners and Contractors Protective (OCP) policy with a limit of coverage of \$5,000,000. The developer shall additionally provide the district with evidence that the district has been named as additional insured on the contractor's general liability policy for at least products completed operations coverage.

1.13 Providing of coverage in the stated amounts shall not be construed to relieve the developer from liability in excess of such limits.

1.14 The developer shall have its insurance agent/representative complete the insurance Coverage Questionnaire contained in the proposal and attach it to the certificate of insurance along with all policy endorsements necessary to comply with these requirements, for district's approval. Notations made on the certificate of insurance as to satisfying these insurance requirements is not sufficient evidence: Only endorsements to the affected policies will be accepted.

1.15 The developer's contractor shall maintain workers compensation insurance and/or longshore and harbor workers insurance (or Jones Act coverage for all employees eligible for same) as required by state or federal statute for all of his employees to be engaged in work on the project under this contract and, in case any such work is sublet, the developer's contractor shall require the subcontractor similarly to provide workers compensation insurance and/or longshore and harbor workers insurance (or Jones Act coverage) for all of the latter's' employees to be engaged in such work. The developer's Department of Labor & Industries account number shall be noted on the certificate of insurance. In the event any class of employees engaged in the work under this contract is not covered under workers compensation insurance or longshore and harbor workers insurance (or Jones Act coverage) as required by state and federal statute, the developer shall maintain and cause each subcontractor to maintain employees liability insurance for limits of at least \$1,000,000 each employee for disease or accident, and shall furnish the district with satisfactory evidence of such.

1.16 The developer and its contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of the district's employees or engineer's personnel in conducting construction review of the developer's contractor's performance is not intended to include review of the adequacy of work methods, equipment, bracing, scaffolding, or trenching, or safety measures in, on, or near the construction site. The developer and its contractor shall provide safe access for the district and its inspectors to adequately inspect the quality of work and the conformance with project specifications.

1.17 The developer and its contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county and federal laws, regulations, ordinances, orders and codes. The developer's attention is directed to the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.

1.18 The contractual coverage of the developer's policy shall be sufficiently broad enough to insure the provisions of the **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT** of this contract.

1.19 Nothing contained in these insurance requirements is to be construed as limiting the extent of the developer's and its contractor's responsibility for payment of damages resulting from their operations under this contract.





## **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

Developer shall defend, indemnify and hold harmless the District, its elected and appointed officers, officials, employees, agents and volunteers from and against any and every claim and risk and all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind, on account of injury to or death of any and all persons and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of the Developer or its Contractor and Contractor's subcontractors, or their property, employees or agents, upon or in proximity to the property of the District, or any other property upon which the Developer and its Contractor is performing any work called for or in connection with this contract, except only for those losses resulting solely from the negligence of the District, its officers, officials, employees and agents.

Should a court of competent jurisdiction determine that this Hold Harmless and Indemnification Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Developer and the District, its officials, officers, employees and agents, the Developer's liability hereunder shall be only to the extent of the Developer's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Developer's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

If a lawsuit arises in respect to this Hold Harmless and Indemnification Agreement, the Developer shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, its elected or appointed officers, officials, employees, agents and volunteers, the Developer shall pay the same.

**NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND ATTACHED TO  
CERTIFICATE OF INSURANCE AND POLICY ENDORSEMENT.**

**Insurance Coverage Questionnaire**

For \_\_\_\_\_  
(Name of Insured)

Project Number \_\_\_\_\_

Project Owner \_\_\_\_\_

Are the following coverages &/or conditions in effect?		
	Yes	No
The Policy form is ISO Commercial General Liability form CG 00 01 of CG 00 02 (circle one). If No, attach a copy of the policy with required coverages clearly identified.		
Products and Completed operations coverage		
Personal Injury Liability Coverage. (with employee exclusion deleted)		
Broad Form Property Damage with X, C, U Hazards included		
Blanket Contractual Liability coverage applying to this contract		
Employers Liability - Stop Gap		

Deductibles  
or SIRs:                      GL \_\_\_\_\_      AL \_\_\_\_\_      Excess \_\_\_\_\_

Insurer' Best Rating      GL \_\_\_\_\_      AL \_\_\_\_\_      Excess \_\_\_\_\_

This Questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

\_\_\_\_\_  
Agency/Broker

\_\_\_\_\_  
Completed by (type)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Completed by (Signature)

\_\_\_\_\_  
Name of Person to contact

\_\_\_\_\_  
Telephone Number