

2021 Contract Insurance Provisions

Crosswalk and Changes

Below is a walkthrough of the required contract insurance provisions, what has changed from previous version, what was updated, and what was added. If you have any questions, please contact the DCHS Contracts & Procurement team at dchscontracts@kingcounty.gov.

| Section Heading | Changes/Update from previous version |
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| <u>General Contract Insurance Provisions:</u> | |
| General Liability | <ul style="list-style-type: none">• Amounts remain the same.• Added clarifying language and descriptions |
| Professional Liability, Errors, & Omissions. | <ul style="list-style-type: none">• No changes |
| Cyber Liability / Technology Professional Liability | <ul style="list-style-type: none">• New requirement.• For contracts involving software or technology where data breach or exposure to personal and/or confidential information could impact the County.• Minimum limit of \$1,000,000 per claim or occurrence and in the aggregate. |
| Automobile Liability | <ul style="list-style-type: none">• Amounts remain the same.• Added new language: "Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy." |
| Workers Compensation. | <ul style="list-style-type: none">• No Changes |
| Municipal or state agency provisions | <ul style="list-style-type: none">• New requirement• For Contractors who are a Municipal Corporation or an agency of the State of Washington or any other Public Agency. |
| Deductibles and Self-Insured Retentions | <ul style="list-style-type: none">• No Changes |

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| Other Insurance Provisions and Requirements | <ul style="list-style-type: none"> Minor edit in Section 1.a. from “full policy limits” to “full coverage and policy limits” Edit in Section 2.a. 45 calendar days is changed to 30 calendar days. |
| Acceptability of Insurers | <ul style="list-style-type: none"> No Changes |
| Verification of Coverage | <ul style="list-style-type: none"> Added language: “County’s receipt or acceptance of Contractor’s evidence of insurance without comment or objection, or County’s failure to request certified copies of such insurance does not waive, alter, modify or invalidate any of the insurance requirements set forth above or, consequently, constitute County’s acceptance of the adequacy of Contractor’s insurance or preclude or prevent any action by County against Contractor for breach of the insurance requirements.” |
| Subcontractors | <ul style="list-style-type: none"> No Change. |
| <u>In addition to the minimum limits listed above, Contractors providing services to Community Protection Program Clients</u> | |
| General Liability | <ul style="list-style-type: none"> Amounts remain the same. Added clarifying language and descriptions |
| <u>In addition to the minimum limits listed above, Contractors providing Housing and Community Development</u> | |
| Property Insurance | <ul style="list-style-type: none"> Language addition to first sentence, adding “or its substantive equivalent. Sentence now reads: “Insurance Services Office Form Number CP 00 10, or its substantive equivalent,” |
| National Flood Insurance | <ul style="list-style-type: none"> No Changes |
| Builder's Risk/Installation Floater | <ul style="list-style-type: none"> Language added: <ul style="list-style-type: none"> Clarifying language added to the following sentence: “The coverage shall insure for direct physical loss to property of the entire construction project, for one hundred percent of the replacement value thereof, <u>and include coverage for flood, Earth Movement (including earthquake) and owner-furnished equipment, as applicable.</u>” |

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| | <ul style="list-style-type: none"> ○ New paragraph: “In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by King County, the Contractor shall promptly reconstruct, repair, replace or restore all work and/or materials so damaged or destroyed. Nothing herein provided for shall in any way excuse the Contractor or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract. The policy shall include a waiver of subrogation in favor of the County” |
| Contractor's Pollution Liability | <ul style="list-style-type: none"> • New requirement. • For work involving the introduction, potential release or exacerbation of hazardous materials or pollutants |
| Minimum Limits of Insurance for HCD Projects | <ul style="list-style-type: none"> • Amounts remain the same. • New language in the first paragraph: “The Agency and County shall be named as additional insured, <u>for full coverage and policy limits</u>, on liability policies except Workers Compensation and Professional Liability, and as Named Insureds on Builders Risk policies.” • Clarifying language added to the 3rd bullet: “Professional Liability, Errors & Omissions: \$1,000,000 per claim and in the aggregate. <u>Please note that this coverage is required only in the event that services delivered pursuant to this contract either directly or indirectly involve or require professional services.</u>” • Clarifying language added to the 6th bullet: “Stop Gap or Employers Liability Coverage: \$1,000,000, <u>each occurrence.</u>” |
| Property Coverage Policies | <ul style="list-style-type: none"> • No changes |
| <p style="text-align: center;"><u>In addition to the minimum limits listed above,</u> <u>Contractors providing mental health outpatient treatment or non-treatment services</u></p> | |
| General Liability | <ul style="list-style-type: none"> • Amounts remain the same. • Added clarifying language and descriptions |
| Professional Liability, Errors, & Omissions | <ul style="list-style-type: none"> • No changes |
| Cyber Liability / Technology Professional Liability | <ul style="list-style-type: none"> • New requirement. • For contracts involving software or technology where data breach or exposure to personal and/or confidential information could impact the County. • Minimum limit of \$3,000,000 per claim or occurrence and in the aggregate |

In addition to the minimum limits listed above,
Contractors providing mental health inpatient services

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| General Liability | <ul style="list-style-type: none"> • Amounts remain the same. • Added clarifying language and descriptions |
| Professional Liability, Errors, & Omissions | <ul style="list-style-type: none"> • No changes |
| Cyber Liability / Technology Professional Liability | <ul style="list-style-type: none"> • New requirement. • For contracts involving software or technology where data breach or exposure to personal and/or confidential information could impact the County. • Minimum limit of \$3,000,000 per claim or occurrence and in the aggregate |

In addition to the minimum limits listed above,
Contractors handling County funds or assets

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| Fidelity and Crime Coverage | <ul style="list-style-type: none"> • New requirement • For contractors handling County funds or assets, for example Contractors providing rental assistance or distributing gift cards |
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