



To be considered responsive ALL proposals must acknowledge ALL addenda on Exhibit A and submit that form with the proposal.

ADDENDA # _1_

DATE ISSUED: December 27, 2021

Part 3, Section A – Procurement Schedule

☒ Change ☐ Clarification ☐ Addition

Activity	Date – 2021 & 2022
Procurement Request Released	December 14
Clarification Deadline	January 5 no later than 12:00 PM PST
Submissions Due	January 27 January 31 no later than 12:00 PM PST
*Finalist In Person Interviews	February 14-18
*Notice of Intent to Award	March 1
*Estimated Award Date	March 17
*Estimated Contract Start Date	April 1

Part 5, Section D – Insurance Requirements

☒ Change ☐ Clarification ☒ Addition

Rationale:

At the recommendation of WTA's Insurance & Risk Pool, this section has been updated as indicated. Part 5, Section D will be a requirement of the final contract.

New Language:

Contractor and subcontractors will not begin Work until proof of insurance has been received and approved by the WTA. Insurers must be licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner¹. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide.

Subcontractors must furnish **and maintain** the same insurance requirements listed below prior to starting work. **Contractor shall ensure that WTA is an additional insured on subcontractor insurance and provide proof upon request.**

¹ RCW 48



Approval of the insurance by WTA will not relieve or decrease the liability of the Contractor for any damages arising from Contractor's or its subcontractors' performance of the work. Contractor's failure to fully comply with insurance requirements shall be considered a material breach and cause for immediate contract. Contractor shall bear all damage costs sustained for failure to maintain any of the required insurance or to provide notification that it cannot.

It is the intent of the contract for the Contractor's insurance to be considered primary in the event of any loss, damage or suit. WTA's own comprehensive general liability policy shall be considered excess coverage in respect to WTA. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as would be achieved under a standard ISO separation of insureds clause.

Coverage will include claims for damages to property and injuries to persons arising from Contractor's own performance or work of Contractor's agents, representative, employees, sub-contractors, or sub-consultants for:

- Bodily injury/death
- Independent Contractors coverage
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Personal/Advertising Injury
- Stop Gap Liability
- Subcontractor Liability, if sub-contractor does not provide their own insurance
- Protective Liability
- Contractual Liability
- Property Damage
- Employers Liability

The Contractor and subcontractors must procure the following minimum insurance:

1. Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate. Coverage shall be least as broad as Insurance Services Office (ISO) Occurrence form CG 00 01. WTA will be named as an additional insured on a primary and non-contributory basis.
2. Automobile Liability Insurance in the amount of \$1,000,000 ~~combined single~~ limiteach accident limit at least as broad as Insurance Services Office (ISO) commercial auto form (CA 00 01, CA 00 05, CA 00 12, CA 00 20).
3. Umbrella or Excess Liability in the amount of \$1,000,000 per occurrence.
4. Professional Liability in the amount of \$12,000,000 per occurrence or claims made basis, \$2,000,000 aggregate.



4.5. Employers Liability insurance not less than \$1,000,000 per occurrence.

5.6. Electronic Data Liability Insurance. Consultant shall maintain electronic data liability insurance and/or Technology Errors and Omissions coverage applicable to the Project and insuring against liability arising out of the loss, loss of ~~sue-use~~ of, damage to, corruption, or, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000.

If any of the Professional Liability or Electronic Data or Technology Errors and Omissions policies provide coverage on a claims-made basis:

- The Retroactive Date must be shown and must be before the date of the contract or the beginning of the contract work.
- Insurance must be maintained, and evidence of insurance must be provided for at least six (6) years after the completion of work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Coverage must be maintained through the life of the Contract plus ~~one three~~ (13) years.

Contractor and subcontractors must furnish the following endorsements ~~separate of the Certificate of Liability.~~ "Automatic" coverage forms CG 2033 for Ongoing Operations and CG 2039 for Completed Operations are not allowed from any subcontractors of the Contractor that do not have a written Contract or Agreement with WTA.:

- Additional Insured Endorsement naming "WTA Agents & Employee's" for **Ongoing Operations** on a primary and non-contributory basis. Endorsement should be at least as broad as the ISO CG 2010 or CG 2026 specifically naming WTA on the endorsement; or the CG 2033 or CG 2038 "Automatic" forms on Accord© form CG20100704 or equivalent.
- Additional Insured Endorsement naming "WTA Agents & Employee's" for **Completed Operations** on a primary and non-contributory basis. Endorsement should at least as broad as the ISO CG 2037 specifically naming WTA on the endorsement; or the CG 2039 or CG 2040 "Automatic" forms. be on Accord© form CG20370704 or equivalent.
- ~~Waiver of Subrogation~~ naming "WTA Agents & Employee's". Endorsement should be on Accord© form CG24041093 or equivalent.
- **Cancellation Endorsement** providing thirty (30) days advance written notice to be received by WTA of such cancellation, suspension or material change, except for non-payment of premium, then ten (10) days advance notice shall be given.



Waiver of Subrogation – Contractor hereby grants to WTA a waiver of any right to subrogation which any insurer of said Contractor may acquire against WTA by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect its waiver of subrogation, but this provision applies regardless of whether WTA has received a waiver of subrogation endorsement from the insurer.

Contractor and subcontractors must maintain during the life of this contract Worker's Compensation Insurance. If the Contractor is not eligible for Worker's Compensation Insurance, it will indemnify and hold WTA harmless for any claims resulting from Contractor's actions.

The Contractor is responsible for the payment of any deductible or self-insured retention (SIR) that is required by any of the Contractor's insurance. Any SIR must be disclosed to and approved by WTA. If WTA is required to contribute to the deductible under any of the Contractor's insurance policies, the Contractor shall reimburse WTA the full amount of the deductible. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or WTA.

These insurance requirements do not limit the Contractor's liability for damages resulting from performance.