



MASON COUNTY
MISSION

The mission of Mason County Government is to provide essential & mandated services which will preserve & benefit the health, safety & welfare of the general public in a professional and courteous manner through the effective and equitable management of available public resources.

Mason County recognizes that its employees & volunteers are the foundation upon which these services are provided.

MASON COUNTY DEPARTMENT OF PUBLIC WORKS

100 W PUBLIC WORKS DRIVE
SHELTON, WASHINGTON 98584

Phone (360) 427-9670 ext. 450

Fax (360) 427-7783

May 25, 2023

ATTENTION: Submitting Firms

RE: RFP Solid Waste Long Haul Transportation and Disposal

Questions & Answers:

1. Question: Can you please provide the insurance requirements for the RFP on the website.

Mason County Response: County Risk Management has recently completed the review of insurance requirements that will be in the service contract. See attached.

Please contact us if you have any questions at 360-427-9670 ext. 652.

Sincerely,

Richard Dickinson
Deputy Director/U&W Management

INSURANCE REQUIREMENTS

For the duration of this Agreement the Contractor shall maintain in effect all insurance as required herein and comply with all limits, terms and conditions stated therein. Work under this Agreement shall not commence until evidence of all required insurance and bonding is provided to the County. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance signed by the insurance agent for the Contractor and returned to the Mason County Deputy Director of Utilities/Waste Management. If for any reason, any material change in the coverage occurs during the course of this Agreement; such change will not become effective until 45 days after Mason County receives written notice of such change. The policy shall be endorsed and the certificate shall reflect that Mason County is an additional insured on the Contractor's general liability policy 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 and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor under this Agreement. The policy shall provide and the certificate reflect that the insurance afforded applies separately to each insured against whom a claim is made or suit is brought except with respect to limits of the company's liability.

It is the responsibility of the Contractor to provide fire insurance for any equipment used by the Contractor. This fire insurance shall cover the entire replacement value of the equipment insured.

A. MINIMUM Insurance Requirements:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than five million dollars (\$5,000,000) per occurrence for all covered losses and no less than ten million dollars (\$10,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
2. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits for the Contractors, with two (2) or more employees and/or volunteers, no less than \$1,000,000 per accident for all covered losses.
3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than five million dollars (\$5,000,000) per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or the Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.
4. Contractor's Pollution Legal Liability Insurance shall be written with limits not less than five million dollars (\$5,000,000) combined single limit per occurrence for bodily injury, personal injury, property damage, cleanup costs and legal defense expenses.
5. Umbrella or excess liability policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against another.

B. Certificate of Insurance:

A Certificate of Insurance naming County as the Certificate Holder must be provided to County within five (5) days of Contract execution.

C. Basic Stipulations:

1. Contractor may self-insure if the following conditions are met: **a)** Contractor has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Contractor must have a formal resolution of its board of directors authorizing self-insurance; **b)** Contractor agrees to protect the County, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement; **c)** Contractor agrees to defend the County, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier; **d)** Contractor agrees that any insurance carried by the County is excess of Contractor's self-insurance and will not contribute to it. 5. Contractor provides the name and address of its claims administrator; **e)** Contractor submits its most recently filed 10-K or audited annual financial statements for the three most recent fiscal years; **f)** Contractor agrees to inform the County in writing immediately of any change in its status or policy which would materially affect the protection afforded the County by this self-insurance
 2. Contractor agrees to endorse third party liability coverage required herein to include as additional insureds County, its officials, officers, employees, volunteers and agents, using ISO endorsement CG 20 10 with an edition date prior to 2004. Contractor also agrees to require all Contractors, subcontractors, and anyone else involved in this Contractor on behalf of the Contractor (hereinafter "indemnifying parties") to comply with these provisions.
 3. Contractor agrees to waive rights of recovery against County regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
 4. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Contract shall be endorsed to delete the subrogation condition as to County, or must specifically allow the named insured to waive subrogation prior to a loss.
 5. All coverage types and limits required are subject to approval, modification and additional requirements by County. Contractor shall not make any reductions in scope or limits of coverage that may affect County's protection without County's prior written consent.
 6. Contractor agrees to provide evidence of the insurance required herein, satisfactory to County, consisting of: a) certificate(s) of insurance evidencing all of the coverages required and, b) an additional insured endorsement to Contractor's general liability policy using appropriate ACORD form. County has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests. Any actual or alleged failure on the part of County or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of County or any additional insured, in this or in any other regard.
- It is acknowledged by the parties of this Contract that all insurance coverage required to be provided by Contract or indemnifying party, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to County.
7. Contractor will renew the required coverage annually as long as County, or its employees or agents face an exposure from operations of any type pursuant to this Contract. This obligation applies whether or not the

Contract is canceled or terminated for any reason. Termination of this obligation is not effective until County executes a written statement to that effect.

8. The limits of insurance as described above shall be considered as minimum requirements. Should any coverage carried by Contractor or a subcontractor of any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured and those limits shall become the required minimum limits of insurance in all Paragraphs and Sections of this Contract.

9. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to County and approved of in writing.

10. The requirements in this Exhibit supersede all other sections and provisions of this Contract to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

11. Unless otherwise approved by County, insurance provided pursuant to these requirements shall be by insurers authorized to do business in Washington and with a minimum A.M. Best rating of A-: VII.

12. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Contract limits the application of such insurance coverage.

13. Contractor agrees to require insurers, to provide notice to County prior to cancellation of such liability coverage in accordance with the notice provisions of the applicable policies. Contractor shall assure that this provision also applies to any subcontractors, joint ventures or any other party engaged by or on behalf of contractor in relation to this agreement. Certificate(s) are to reflect that the issuer will provide notice to County of any cancellation of coverage in accordance with the notice provisions of the applicable policies.

14. Requirements of specific coverage features are not intended as limitation on other requirements or as waiver of any coverage normally provided by any given policy. Specific reference to a 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.

15. Contractor agrees to provide immediate notice to County of any claim or loss against Contractor arising out of the work performed under this agreement. County assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve County.