

## **Attachment B Insurance Requirements**

### **A. General Requirements:**

1. Prior to undertaking any work under the Preliminary Agreement, the Design-Builder shall procure and maintain continuously for the duration of this Agreement, at no expense to the Owner, insurance coverage as specified below, in connection with the performance of the work of this Agreement by the Design-Builder, its agents, representatives, employees and/or subcontractors.
2. The Design-Builder's insurance shall be primary as respects the Owner, and any other insurance maintained by the Owner shall be excess and non-contributory with Design-Builder's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Design-Builder's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
4. Failure of the Design-Builder to fully comply with the insurance requirements of this Agreement will be considered a material breach of contract and, at the option of the Owner, will be cause for such action as may be available to the Owner under other provisions of this Agreement or otherwise in law, including immediate termination of the Agreement.

### **B. Required Insurance Coverage:** The following are the types and amounts of insurance coverage that must be maintained by the Design-Builder during the term of this Agreement. The Design-Builder must provide acceptable evidence of such coverage prior to beginning work under this Agreement.

1. Commercial General Liability Insurance. A policy of Commercial General Liability insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with the following minimum coverage:

\$1,000,000 each occurrence, and  
\$2,000,000 aggregate

Subcontractors not covered under Design-Builder's policy shall have the following minimum coverage:

\$1,000,000 each occurrence, and  
\$2,000,000 aggregate

Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Agreement.

2. Commercial Automobile Liability Insurance. A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, with the following minimum coverage:

\$1,000,000 combined single limit coverage

3. Professional Liability Insurance. A policy of Professional Liability Insurance covering professional errors and omissions in an amount of no less than \$2 million. Design-Builder's design consultants of any tier shall maintain professional liability insurance in an amount of at least \$1 million.

C. Additional Insured Endorsement: The Board of Regents of the University of Washington shall be used to designate Owner on Additional Insured documentation.

D. Proof of Insurance and Insurance Expiration:

1. The Design-Builder shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Agreement. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
2. The Design-Builder shall include all subcontractors at any tier as insureds, and ensure that the Design-Builder's coverage of subcontractors under the Design-Builder's policies is not excluded by any policy provision or endorsement. Alternatively, the Design-Builder shall:
  - a.) Obtain from each subcontractor not insured under the Design-Builder's policy or policies of insurance, evidence of insurance meeting all the requirements of this Agreement, and
  - b.) Maintain such evidence on file for a period of one year after the completion of this Agreement and, upon request, submit such evidence to the Owner for examination.
3. The Design-Builder's insurance shall not be reduced or canceled without forty-five (45) days prior written notice to the Owner. The Design-Builder shall not permit any required insurance coverage to expire during the term of this Agreement.
4. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Agreement, or

to waive any of the insurance requirements of this Agreement at its sole discretion.

- E. Carrier Review and Approval Authority: Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by the Owner. All insurance shall be carried with companies that are financially responsible. All carriers of insurance or reinsurers must have and maintain a rating of "A" or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers who do not have a rating of "A" or better may not be used without written approval of the Owner.