SECTION 00 73 16 – INSURANCE REQUIREMENTS

1.01 DESCRIPTION

A. This Section includes insurance and claims management requirements applicable to this contract.

B. Except as otherwise specified, the Contractor shall, at its sole cost and expense, obtain and maintain during the entire term of this Agreement the minimum insurance set below.

C. In the event the Contractor is a Joint Venture, these insurance requirements shall apply to each member of the Contractor's Joint Venture separately. If the Subcontractor is a Joint Venture, the Contractor shall require in its contract with each Subcontractor that these insurance requirements apply to each member of Joint Venture separately.

D. By requiring such minimum insurance, Sound Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

E. The fact that insurance is obtained by the Contractor shall not be deemed to release or diminish the liability of the Contractor, including without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Sound Transit shall not be limited to the amount of the required insurance coverage.

1.02 INSURANCE COVERAGES

A. **Liability Insurance**

STANDARD CGL W/COMPLETED OPS PROVISION

1. **Commercial General Liability**: Commercial General Liability for bodily injury including death, personal injury, and property damage, with contractual and completed operations liability endorsements, and Employer's Liability coverage, utilizing insurers and coverage forms acceptable to Sound Transit, with limits of at least $2,000,000 per occurrence and $2,000,000 general aggregate, with $2,000,000 products and completed operations coverage.
2. **Commercial Automobile Liability**: Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least $1,000,000 combined single limit.

Such liability insurance, identified in 1.02.A.1 and 1.02A.2 above, shall name Sound Transit, its officers, directors, agents, and employees, as additional insureds with respect to the work, including completed operations, under this Agreement.

3. **Workers Compensation**: The Contractor will secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor will be responsible for Workers Compensation insurance for any subcontractor who provides work under subcontract.

If the Contractor is qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to Sound Transit by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.

4. **Contractors Pollution Liability:** A policy with limits of a minimum of $2,000,000 per occurrence and $2,000,000 aggregate, with $2,000,000 products and completed operations coverage for a period of six (6) years from substantial completion of construction for claims involving remediation, disposal, or other handling of pollutants arising out of Contractor's operations for others; Contractor's site (owned); arising from the transportation of hazardous materials; or involving remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.

5. **Railroad Protective Liability:** NOT USED

6. **Other Insurance**: Other insurance as may be deemed appropriate to cover the specified risk and exposure of the scope of work or changes to the scope of work evaluated by Sound Transit. The costs of which shall be borne by contracting parties as mutually agreed.

1.03 GENERAL PROVISIONS

1. **Certificates and Policies**: Prior to commencement of Work for this Agreement, the Contractor shall provide Sound Transit with certificates of insurance showing insurance coverage in compliance with the foregoing paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting Sound Transit's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). **Such certificates shall reference Sound Transit's contract number RTA/CN 0177-25, Issaquah Elevator Pit Water Intrusion Mitigation.** The Contractor will provide thirty (30) calendar days' advance written notice to Sound Transit in the event the Contractor's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Contractor neglect to obtain and maintain in force any of the insurance required in this Section, Sound Transit may suspend or terminate this Agreement. Suspension or termination of this Agreement shall not relieve the Contractor from insurance obligations hereunder.

A. Taking into account the scope of work and services to be performed by a subcontractor and/or sub consultant, the Contractor shall prudently determine whether, and in what amounts, each subcontractor and/or sub consultant shall obtain and maintain commercial general liability and any other insurance coverage. Any insurance required of subcontractors and/or sub consultants shall, where appropriate and/or applicable, name Sound Transit as an additional insured.

B. Contractor's insurance for General Liability, Auto Liability, Pollution Liability and Railroad Protective Liability (if applicable) shall be primary as respects Sound Transit, and any other insurance maintained by Sound Transit, shall be excess and not contributing insurance with the Contractor's insurance.

C. The Contractor and its insurers shall require that the applicable insurance policy(ies) be endorsed to waive their right of subrogation against Sound Transit. Contractor and its insurers also waive their right of subrogation against Sound Transit for loss of their owned or leased property or property under their care, custody and control.

D. The Contractor shall provide Sound Transit with a Certificate of Insurance and endorsements to comply with the insurance requirements in this Agreement, including, but not limited to, the Additional Insured Endorsements required in 1.02 A.1 and 1.02 A.2 above, the Waiver of Subrogation Endorsements, Primary and Non-Contributory Endorsements, Products and Completed Operations Endorsement and any other endorsements.

E. No provision in this Section shall be construed to limit the liability of the Contractor for work not done in accordance with the Agreement, or express or implied warranties. The Contractor's liability for the work shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.

F. The Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Sound Transit.

1.04 CLAIMS MANAGEMENT

The Contractor agrees to the following claims management terms and conditions. The Contractor further agrees to include the following terms and conditions in its contract with its Subcontractors and require its Contractor to comply with the following provisions.

A. The Contractor, after award of a Sound Transit contract, shall provide the names, titles, addresses, telephone numbers, and email addresses of the individual(s) employed by Contractor who handles insurance matters and notifies insurance companies of claims. This individual(s) will be the primary contact for communications between Sound Transit Risk Management Division and the Contractor and its Subcontractors. If the individual(s) change, Contractor shall notify Sound Transit Risk Management Division of the replacement.

B. Contractor shall provide written notice of any incident involving bodily injury and/or property damage to Sound Transit. An “incident” is defined as any event or occurrence involving bodily injury or property damage that may give rise to an insurance claim. Incidents include those involving serious bodily injury, hospitalization, death, or property damage.

C. Contractor’s written notice to Sound Transit of any incident or claim shall include the following information:

1. A description of the incident, including any bodily injuries or property damage,
2. The names of anyone injured and/or whose property was damaged,
3. The names and contact information of any insurance company(ies) who may provide insurance coverage related to any aspect of the incident,
4. Policy number(s), claim numbers(s), and policy(ies) effective dates, and
5. A copy of any written Acknowledgement of Claim Receipt issued by any applicable insurance company(ies).

If some information requested above is not available at the time of the initial report, the Contractor shall provide the missing information to Sound Transit as soon as it is available.

D. If Sound Transit receives a claim from a Third Party related to the project, Sound Transit will tender such claim to the Contractor through the established claim management process for handling and resolution. Upon receipt of a Third-Party claim from Sound Transit, the Contractor shall acknowledge in writing to Sound Transit that:

1. The Contractor received and accepted Sound Transit's claim tender,
2. The Contractor shall notify its Commercial General Liability insurance company and any other applicable insurance company (ies) of the claim as per Sound Transit insurance requirements that Sound Transit is named as Additional Insured, under the Commercial General Liability policy and as stipulated in the contract between Sound Transit and the contractor.
3. The Contractor shall provide Sound Transit with copies of any/all Acknowledgements of Claim Receipts issued by its Commercial General Liability or other applicable insurance company(ies),
4. The Contractor and its insurance company(ies) shall indemnify and defend Sound Transit, as an Additional Insured, against any/all claims related to the project.
5. The Contractor's General Liability and other applicable insurance company(ies) will investigate and process the claim, provide a coverage determination, an objective disposition and claim resolution for either denial or settlement.
6. The Contractor shall provide copies of any/all documentation related to a claim's disposition and resolution, such as, but not limited to, acknowledgements, settlement agreements, releases, claim denial letters, judgments, payments, and satisfaction of judgments.

E. Contractor shall provide Sound Transit quarterly status reports on all open and closed claims related to the project that implicates Sound Transit. The report shall include the assigned adjusters, policy numbers, claim numbers and at least the following:
   1. A description of the claim handling activities during the quarter,
   2. Any changes to the assigned and/or investigating adjuster, and, if so, the name and contact information of the newly assigned adjuster(s),
   3. A description of the next steps in the claims adjusting process,
   4. A description of the disposition and resolution of any claim, and
   5. Copies of any pertinent documents, including, but not limited to, expert reports, reports on investigations, photographs, settlement agreements, releases, claim denial letters, judgments, payments, and satisfaction of judgments.

Contractor shall notify Sound Transit of their final resolution, or the applicable insurance company's(ies') final resolution, any/all claims related to the project, which Sound Transit Risk Management can review and document as a formal notification from the contractor, or its insurance company(ies) that the claims has been fully dispositioned and closed.

END OF SECTION 00 73 16 INSURANCE REQUIREMENTS