

Insurance Requirements

Architect shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Architect, its employees, subconsultants, agents and representatives, and anyone acting on its behalf. The cost of such insurance shall be borne by the Consultant. By requiring the insurance below, Owner makes no statement or representation that such coverages and limits are independently adequate for the Architect's business operations. Architect is encouraged to contact their insurance representative to establish such adequacy.

Minimum Scope of Insurance

Shall be at least as broad as:

1. Insurance Services Office (ISO) covering: Commercial General Liability (CGL).
2. Insurance Services Office (ISO) covering: Automobile Liability, symbol 1 (any auto).
3. Worker's Compensation Insurance (L&I) as required by Washington State Law and Washington Stop Gap.
4. Professional Liability (Errors and Omissions).

Minimum Coverage:

Shall be at least as broad as:

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| 1. General Liability (CGL): | \$ 1,000,000.00 per occurrence for bodily injury, personal injury, property damage, and products/completed operations with a \$2,000,000 aggregate limit |
| 2. Automobile Liability: | \$ 1,000,000.00 per accident for bodily injury/property damage. |
| 3. Washington Stop Gap: | \$ 1,000,000.00 per accident for bodily injury, sickness, or disease. |
| 4. Professional Liability (Errors and Omissions): | \$ 1,000,000.00 per claim, \$ 2,000,000.00 aggregate. |

Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by Owner. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects KCHA, its officers, officials, employees, agents, partners, and volunteers; or the Architect shall provide a financial guarantee satisfactory to Owner guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions:

1. The CGL policy shall contain, or be endorse to contain, a provision naming Owner, its officers, officials, employees, agents, partners, and volunteers as additional insureds as respects products and services of the Architect.
2. The Architect's insurance coverage shall be primary insurance as respects Owner, its officers, officials, employees, agents, partners, and volunteers. Any insurance or self-insurance maintained or expired by Owner, its officers, officials, employees, agents, partners, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days (ten days (10) for non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to Owner.
4. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Agreement.
5. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-: VII. Consultants must provide written verification of their insurer's rating.
6. Verification of Coverage: The Consultant shall furnish Owner with original certificates and amendatory endorsements effecting coverage required by this Agreement. All policies, certificates and endorsements are to be received and approved by Owner before Architect commences Work or delivery of products or services. Owner reserves the right to require complete, certified copies, or pertinent parts thereof, of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
7. Subconsultants: Any subconsultant shall include Architect as Additional Insured under its policies. Architect shall be responsible for subconsultant complying with such requirement, and failure to confirm compliance shall constitute breach of this Agreement by the Architect. All coverage for subconsultants shall be subject to all of the requirements stated herein.

Claims Made Policies: In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time Work under this Agreement is completed.