
ENGROSSED SENATE BILL 5566

State of Washington

52nd Legislature

1991 Regular Session

By Senators Rasmussen, Johnson, Owen, Vognild, Moore, Bluechel, Barr and Sellar.

Read first time February 7, 1991. Referred to Committee on Law & Justice.

1 AN ACT Relating to allowable provisions in construction contracts;
2 and amending RCW 4.24.115.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:RCW

4 **Sec. 1.** RCW 4.24.115 and 1986 c 305 s 601 are each amended to
5 read as follows:

6 A covenant, promise, agreement or understanding in, or in connection
7 with or collateral to, a contract or agreement relative to the
8 construction, alteration, repair, addition to, subtraction from,
9 improvement to, or maintenance of, any building, highway, road,
10 railroad, excavation, or other structure, project, development, or
11 improvement attached to real estate, including moving and demolition in
12 connection therewith, purporting to indemnify against liability for
13 damages arising out of bodily injury to persons or damage to property:

1 (1) Caused by or resulting from the sole negligence of the
2 indemnitee, his agents or employees is against public policy and is
3 void and unenforceable;

4 (2) Caused by or resulting from the concurrent negligence of (a)
5 the indemnitee or the indemnitee's agents or employees, and (b) the
6 indemnitor or the indemnitor's agents or employees, is valid and
7 enforceable only to the extent of the indemnitor's negligence and only
8 if the agreement specifically and expressly provides therefor, and may
9 waive the indemnitor's immunity under industrial insurance, Title 51
10 RCW, only if the agreement specifically and expressly provides therefor
11 and the waiver was mutually negotiated by the parties. This subsection
12 applies to agreements entered into after June 11, 1986.

13 An additional or named insured endorsement on a liability insurance
14 policy covering liability for damages arising out of bodily injury to
15 persons or damage to property, procured by a general contractor,
16 subcontractor, or specialty contractor, is valid and enforceable only
17 to the extent of the injury or damage (a) which arose in whole or in
18 part out of the fault of the procuring general contractor,
19 subcontractor, or specialty contractor, or its agents or employees, or
20 its sub-subcontractors or its suppliers or (b) if fault is not a
21 requirement for liability, to the extent of the injury or damage caused
22 in whole or in part by the procuring general contractor, subcontractor,
23 or specialty contractor, or its agents or employees or its sub-
24 subcontractors, or its suppliers. Nothing contained herein shall
25 prohibit an owner from procuring insurance which covers liability for
26 damage arising out of bodily injury to persons or damage to property
27 for a general contractor, subcontractor, specialty contractor, or other
28 person or entity.