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# Insurance Exhibits Complete Set

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# Insurance Exhibit

## Design-Builder's Insurance Requirements

*(The Parties should consult their insurance advisors prior to completing this Exhibit)*

### 1.1 Insurance Types and Limits.

1.1.1 Design-Builder shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions as follows, as well as Article 5 of DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition):

*(Specify each type of insurance as applicable, minimum ratings of the carriers, applicable limits and deductible amounts, required endorsements, and other terms and conditions, as applicable.)*

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required <i>Per Claim/Occurrence</i>	Minimum Limits Required <i>Aggregate Policy Limits</i>	Maximum Deductible
1. Worker's Compensation	Statutory Limits	Statutory Limits	
2. Employer's Liability (Bodily Injury by Accident)	\$	\$	\$
a. By Disease	\$	\$	\$
b. Each Accident	\$	\$	\$
c. Each Employee	\$	\$	\$
3. Commercial General Liability	\$	\$	\$
a. Bodily Injury/Property Damage per occurrence limit	\$	n/a	\$
b. Bodily Injury/Property Damage aggregate limit	n/a	\$	\$
c. Products/Completed Operation aggregate limit	n/a	\$	\$
d. Personal and Advertising Injury aggregate limit	n/a	\$	\$
e. Medical Expense limit (any one person)	\$	\$	\$
4. Contractor's Protective Liability (if applicable)	\$	\$	\$
5. Commercial Automobile Liability	\$	\$	\$

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required <i>Per Claim/Occurrence</i>	Minimum Limits Required <i>Aggregate Policy Limits</i>	Maximum Deductible
6. Professional Errors and Omissions pursuant to Section <input type="checkbox"/> 1.3 (A) or <input type="checkbox"/> 1.3 (B) below (per claim/aggregate) providing coverage for services performed by the named insured and any person or entity for whom the named insured is responsible	\$	\$	\$
7. Contractor's Pollution Liability including coverage for microbial matter (if applicable)	\$	\$	\$
8. Umbrella Excess Liability Insurance	\$	\$	\$
9. Other Coverages Required on a Project Specific Basis (e.g. Aircraft Liability)	\$	\$	\$

**1.1.2** The insurance required by this Section 1.1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

**1.1.3 IDENTIFY IN ITEM 6 OF THE ABOVE-REFERENCED INSURANCE MATRIX WHETHER 1.1.3(A) OR 1.1.3(B) IS TO APPLY.**

**1.1.3(A) Professional Liability Insurance Is To Be Provided By Design Consultant.**

Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design Consultant. *[Note: Even if this coverage part is selected, the Design-Builder should consider obtaining its own professional liability coverage.]*

**Select One**

- The professional liability policy required pursuant to Section 1.1.3(A) above shall be written on a Project specific basis and the policy premium shall be paid by Owner.
- The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design Consultant.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design Consultant's practice policy and shall include in the Design Consultant Agreement a provision requiring the Design Consultant to give the Design-Builder 30 Days written notice of any cancellation or non-renewal.

**1.1.3(A).1** The only permissible exclusion, limitation or restriction with respect to construction means, methods and techniques is one that applies to the implementation of such construction means, methods, techniques, sequences, or procedures by the Design Consultant or any person or entity providing design or other professional services as its Sub-Consultant. This exclusion is permissible only if such entities are not performing any construction activities. Notwithstanding the above, a Design Consultant's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

**1.1.3(A).2** Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

**1.1.3(A).3** Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design Consultant.

**1.1.3(A).4** The policy must provide coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

**1.1.3(A).5** If any portion of the design or other professional service is to be performed by any person or entity other than Design Consultant then it is the responsibility of Design Consultant to ensure that such person or entity provide Design-Builder and Design Consultant with evidence of insurance to comport with this Exhibit.

**1.1.3(A).6** Waiver of subrogation is to be provided in favor of Design-Builder and its officers, directors and employees, and (if commercially available) Owner and its officers, directors and employees.

**1.1.3(B) Professional Liability Insurance Is To Be Provided By Design-Builder.** Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design-Builder.

**Select One**

The professional liability policy required pursuant to Section 1.1.3(B) above shall be written on a Project specific basis and the policy premium shall be paid by Owner.

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design-Builder.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design-Builder's practice policy.

**1.1.3(B).1** The Design-Builder's policy cannot contain any restriction, limitation or exclusion pertaining to construction means, methods, techniques, sequences or procedures except that the professional liability policy can exclude, limit or restrict coverage for claims, but only to the same extent that such coverage is provided by the Design-Builder's valid and collectible commercial general liability/umbrella excess liability policies. Notwithstanding the above, a Design-Builder's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences, or procedures.

**1.1.3(B).2** Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

**1.1.3(B).3** Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design-Builder.

**1.1.3(B).4** The policy must provide coverage for damages resulting from delays, including delays in project completion, and cost overruns that result from the rendering or failure to render professional services.

**1.1.3(B).5** If any portion of the design or other professional service is to be performed by any person or entity other than Design-Builder then it is the responsibility of Design-Builder to ensure that person or entity provide Design-Builder with evidence of insurance to comport with this Exhibit.

**1.1.3(B).6** Waiver of subrogation is to be provided in favor of Design-Builder and Owner (if commercially available) and their respective officers, directors and employees.

**1.1.4** Any coverage required to be maintained after Final Payment shall be identified below.  
(List here any coverages required to be maintained after Final Payment is made)

## **2.1 Coverage Parameters and Endorsements.**

**2.1.1** Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form (December 2004 Edition) or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-Builder.

**2.1.1.1** Acceptable professional liability exclusions to the Design-Builder's commercial general liability insurance are limited to ISO endorsements CG 2280 or CG 2279 or their equivalent.

**2.1.2** General Liability, Automobile Liability, Worker's Compensation/Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

**2.1.2.1** Unintentional Errors and Omissions Endorsement

**2.1.2.2** Notice of Occurrence Endorsement

**2.1.2.3** Knowledge of Occurrence Endorsement

**2.1.3** Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

**2.1.4** Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as the underlying policies.

**2.1.5** Contractors Pollution Liability shall either be written on an occurrence or claims-made basis. If written on a claims-made basis, the policy must comport to Section 4.1.5.

**2.1.5.1** The policy is to provide coverage for off-site transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site disposal, treatment and storage facilities.

**2.1.5.2** Any restriction, limitation, or exclusion related to Naturally Occurring Substances must be modified so as not to apply to microbial matter and the release of such Naturally Occurring Substances as a result of the performance of Operations.

## **3.1 Additional Insureds**

**3.1.1** Owner and Owner's officers, directors and employees shall be included as an additional insured on general liability, umbrella and automobile liability policies of insurance of the Design-Builder and its Subcontractors and Design Consultants at any tier. If required, as set forth above, Owner shall also be included as an additional insured on the Design-Builder's Contractor's Pollution Liability policy of insurance. No person shall be named as an additional insured on any professional liability policy. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Design-Builder shall furnish to Owner a copy of all Certificates of Insurance showing the Owner as additional insured as set forth above. Design-Builder shall require Subcontractors and Design Consultants

of any tier to furnish such certificates, and upon request of the same will furnish them to the Owner. Owner shall not be an additional insured on any other of Design-Builder's policies except for those which are specifically listed below: *(List here any other policies for which the Owner will be an additional insured, as well as other entities who are to be named an additional insured.)*

**3.1.2** Each of the policies designated in section 3.1 is to provide a waiver of subrogation in favor of those persons or entities included as additional insureds. A waiver of subrogation is also to be provided to such entities under Worker's Compensation/Employer's Liability policies.

**3.1.3** Additional Insured coverage provided under the Commercial General Liability/Umbrella/Excess and, if applicable, Design-Builder's Contractor's Pollution Liability policies, shall cover both the premises/operations and completed operations hazards.

#### **4.1 Terms and Effective Dates.**

**4.1.1** If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

**4.1.2** If the Contractor's Pollution Policy is made on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

**4.1.3** Professional Liability coverage shall be retroactive to the date that professional services first commenced.

**4.1.4** If the Professional Liability coverage is provided on a Project specific basis it shall include an extended reporting period of \_\_\_\_\_ (\_\_\_\_\_) years beyond the date for Substantial Completion of the Project unless otherwise specified.

**4.1.5** All Claims-Made Policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.

**4.1.6** List here any coverage required to be maintained after Final Payment:



# Insurance Exhibit

## Owner's Insurance Requirements

*(The Parties should consult their insurance advisors prior to completing this Exhibit)*

### 1.1 Insurance Types and Limits.

1.1.1 Owner shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions as follows, as well as Article 5 of DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition):

*(Specify each type of insurance as applicable, minimum ratings of the carriers, applicable limits and deductible amounts, required endorsements, and other terms and conditions, as applicable. Note: waivers of subrogation should be carefully considered with insurance advisor)*

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits	Maximum Deductible
1. Worker's Compensation	Statutory Limits	Statutory Limits	
2. Employer's Liability (Bodily Injury by Accident)	\$	\$	\$
a. By Disease	\$	\$	\$
b. Each Accident	\$	\$	\$
c. Each Employee	\$	\$	\$
3. Commercial General Liability	\$	\$	\$
a. Bodily Injury/Property Damage per occurrence limit	\$	n/a	\$
b. Bodily Injury/Property Damage aggregate limit	n/a	\$	\$
c. Products/Completed Operation aggregate limit	n/a	\$	\$
d. Personal and Advertising Injury aggregate limit	n/a	\$	\$
e. Medical Expense limit (any one person)	\$	\$	\$
4. Commercial Automobile Liability	\$	\$	\$
5. Umbrella Excess Liability Insurance	\$	\$	\$



Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required <i>Per Claim/Occurrence</i>	Minimum Limits Required <i>Aggregate Policy Limits</i>	Maximum Deductible
6. Builders risk insurance provided pursuant to DBIA Document No. 535 <i>Standard Form of General Conditions of Contract Between Owner and Design-Builder</i> (2010 Edition)	\$	\$	\$
7. Other Coverages Required on a Project Specific Basis (e.g. Site Pollution)	\$	\$	\$

**1.1.2** The insurance required by this Section 1.1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

**1.1.3** Any coverage required to be maintained after Final Payment shall be identified below. *(List here any coverages required to be maintained after Final Payment is made)*

**1.1.4** In the event the Owner is providing any design or other professional service (either in-house or through a separate person or entity contracted by Owner), the Owner shall provide to Design-Builder evidence of professional liability coverage for that scope of work.

## **2.1 Coverage Parameters and Endorsements.**

**2.1.1** Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form (December 2004 Edition) or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-Builder.

**2.1.2** General Liability, Automobile Liability, Worker's Compensation/Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

**2.1.2.1** Unintentional Errors and Omissions Endorsement

**2.1.2.2** Notice of Occurrence Endorsement

**2.1.2.3** Knowledge of Occurrence Endorsement

**2.1.3** Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

**2.1.4** Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as underlying policies.

## **3.1 Additional Insureds.**

**3.1.1** Design-Builder and Design-Builder's officers, directors and employees and Subcontractors and Design Consultants of any tier shall be included as an additional insured on general liability, umbrella liability and automobile liability policies of insurance of the Owner. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Owner shall furnish to Design-Builder a copy

of all Certificates of Insurance showing the parties named as an additional insured as set forth above. Design-Builder shall not be an additional insured on any other of Owner's policies except for those which are specifically listed below: *(List here any other policies for which the Design-Builder will be an additional insured, as well as other entities who are to be named as an additional insured on any of the specified policies.)*

**3.1.2** Additional Insured coverage provided under the Commercial General Liability and Umbrella/Excess policies shall cover both the premises/operations and completed operations hazards.

#### **4.1 Claims-Made Policies**

**4.1.1** All claims-made policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.



# Insurance Exhibit

## Design Consultant's Insurance Requirements

*(The Parties should consult their insurance advisors prior to completing this Exhibit)*

### 1.1 Insurance Types and Limits.

1.1.1 The Design-Consultant shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions as follows, as well as Article 9 of DBIA Document No. 540, *Standard Form of Agreement Between Design-Builder and Design Consultant* (2010 Edition):

*(Specify each type of insurance as applicable, minimum ratings of the carriers, applicable limits and deductible amounts, required endorsements, and other terms and conditions, as applicable.)*

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits	Maximum Deductible
1. Worker's Compensation	Statutory Limits	Statutory Limits	
2. Employer's Liability (Bodily Injury by Accident)	\$	\$	\$
a. By Disease	\$	\$	\$
b. Each Accident	\$	\$	\$
c. Each Employee	\$	\$	\$
3. Commercial General Liability	\$	\$	\$
a. Bodily Injury/Property Damage per occurrence limit	\$	n/a	\$
b. Bodily Injury/Property Damage aggregate limit	n/a	\$	\$
c. Products/Completed Operation aggregate limit	n/a	\$	\$
d. Personal and Advertising Injury aggregate limit.	n/a	\$	\$
e. Medical Expense limit (any one person)	\$	\$	\$
4. Commercial Automobile Liability	\$	\$	\$

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits	Maximum Deductible
5. Professional Errors and Omissions	\$	\$	\$
6. Umbrella Excess Liability Insurance	\$	\$	\$
7. Other Coverages as Required on a case by case basis	\$	\$	\$

**1.1.2** The insurance required by this Section 1.1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

**1.1.3** Unless otherwise specified, all insurance provided by Design Consultant shall be primary, and insurance independently carried by Design-Builder and Owner shall not contribute with such insurance.

**1.1.4** For those policies containing an aggregate, as soon as incurred loss activity (paid plus reserve) depletes the aggregate by 50% or more, written notice must be sent to the Design-Builder via fax and email.

**1.1.5 Waiver of Subrogation.** All Insurance policies shall provide for a waiver of subrogation in favor of those persons and entities designated in 3.1.1 below. *[Note: A waiver of subrogation on a professional liability policy may only be available for the Design Consultant's client.]*

**1.1.6 Professional Liability.**

**Select One:**

- The professional liability policy shall be written on a Project specific basis.
- The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design Consultant and Design Sub-Consultant.

Such policies must provide coverage for the scope of professional services to be provided by or on behalf of Design Consultant under their Agreements and any subsequent addenda thereto. Design Consultant shall provide Design-Builder with a minimum of 30 days prior written notice of any cancellation or non-renewal.

**1.1.6.1** The only permissible exclusion, limitation or restriction with respect to construction means, methods and techniques is one that applies to the implementation of such construction means, methods, techniques, sequences, or procedures by the Design Consultant or any person or entity providing design or other professional services as their Sub-Consultant. This exclusion is permissible only if such entities are not performing any construction activities. Notwithstanding the above, a Design Consultant's professional liability also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

**1.1.6.2.** The policy must provide coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

**1.1.6.3** Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design Consultant.

**1.1.6.4** If any portion of the design or other professional service is to be performed by any person or entity other than Design Consultant then it is the responsibility of the Design Consultant to ensure that such person or entity provide Design-Builder and Owner with evidence of insurance to comport with this Exhibit.

**1.1.7** Any coverage required to be maintained after Final Payment shall be identified below.  
*(List here any coverages required to be maintained after Final Payment is made)*

## **2.1 Coverage Parameters and Endorsements.**

**2.1.1** Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form (December 2004 Edition) or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided that it is agreed to by Design-Builder.

**2.1.2** General Liability, Automobile Liability, Worker's Compensation/Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

**2.1.2.1** Unintentional Errors and Omissions Endorsement

**2.1.2.2** Notice of Occurrence Endorsement

**2.1.2.3** Knowledge of Occurrence Endorsement

**2.1.3** Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

**2.1.4** Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as the underlying policies.

## **3.1 Additional Insureds.**

**3.1.1** Design-Builder, Owner, and their respective parent entities, and officers, directors, members, and employees shall be included as an additional insured on general liability, umbrella and automobile liability policies of insurance of the Design Consultant and its Design Sub-Consultants at any tier. Design-Builder is not an additional insured under any professional liability or worker's compensation policies. Any coverage granted to an Additional Insured shall be primary and that coverage independently carried by an Additional Insured shall not contribute.  
*(List here any others who are to be named an additional insured.)*

## **4.1 Terms and Effective Dates.**

**4.1.1** Professional Liability coverage shall be retroactive to the date that professional services first commenced.

**4.1.2** If the Professional Liability coverage is provided on a project specific basis it shall include an extended reporting period of \_\_\_\_\_ (\_\_\_\_\_) years beyond the date for Substantial Completion of the Project unless otherwise specified.

**4.1.3** All claims-made policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.



# Insurance Exhibit Design-Build Subcontractor's Insurance Requirements

*(The Parties should consult their insurance advisors  
prior to completing this Exhibit)*

## 1.1 Insurance Types and Limits.

1.1.1 Design-Build Subcontractor shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions as follows, as well as Article 10 of DBIA Document No. 560, *Standard Form of Agreement Between Design-Builder and Design-Build Subcontractor - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition) or DBIA Document No. 565, *Standard Form of Agreement Between Design-Builder and Design-Build Subcontractor - Lump Sum* (2010 Edition):

*(Specify each type of insurance as applicable, minimum ratings of the carriers, applicable limits and deductible amounts, required endorsements, and other terms and conditions, as applicable.)*

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits	Maximum Deductible
1. Worker's Compensation	Statutory Limits	Statutory Limits	
2. Employer's Liability (Bodily Injury by Accident)	\$	\$	\$
a. By Disease	\$	\$	\$
b. Each Accident	\$	\$	\$
c. Each Employee	\$	\$	\$
3. Commercial General Liability	\$	\$	\$
a. Bodily Injury/Property Damage per occurrence limit	\$	n/a	\$
b. Bodily Injury/Property Damage aggregate limit	n/a	\$	\$
c. Products/Completed Operation aggregate limit	n/a	\$	\$
d. Personal and Advertising Injury aggregate Limit.	n/a	\$	\$

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits	Maximum Deductible
e. Medical Expense limit (any one person)	\$	\$	\$
4. Commercial Automobile Liability	\$	\$	\$
5. Professional Errors and Omissions pursuant to section <input type="checkbox"/> 1.1.5 (A) or <input type="checkbox"/> 1.1.5 (B) below providing coverage for services performed by the named insured and any person or entity for whom the named insured is responsible	\$	\$	\$
6. Umbrella Excess Liability Insurance	\$	\$	\$
7. Contractor's Pollution Liability, including coverage for microbial matter (if applicable)	\$	\$	\$
8. Other Coverages as Required on a case by case basis	\$	\$	\$

**1.1.2** The insurance required by this Section 1.1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

**1.1.3** Unless otherwise specified, all insurance provided by Design-Build Subcontractor, its Sub-Subcontractors and its Design Consultants shall be primary, and insurance independently carried by Design-Builder and Owner shall not contribute with such insurance.

**1.1.4** For those policies containing an aggregate, as soon as incurred loss activity (paid plus reserve) depletes the aggregate by 50% or more, written notice must be sent to the Design-Builder via fax and email.

**1.1.5 IDENTIFY IN ITEM 5 OF THE ABOVE-REFERENCED INSURANCE MATRIX WHETHER 1.1.5(A) or 1.1.5(B) IS TO APPLY.**

**1.1.5(A) Professional Liability Insurance Is To Be Provided By Design-Build Subcontractor's Design Consultant.** Such policies must provide coverage for the scope of professional services to be provided by or on behalf of Design-Build Subcontractor's Design Consultant. *[Note: Even if this coverage part is selected, Design-Build Subcontractor should consider obtaining its own professional liability coverage.]*

**Select One**

The professional liability policy required pursuant to Section 1.1.5(A) above shall be written on a Project specific basis.

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design-Build Subcontractor's Design Consultant.

Design-Consultant must provide Design-Builder and Design-Build Subcontractor with a minimum of 30 days prior written notice of any cancellation or non-renewal.

**1.1.5(A).1** The only permissible exclusion, limitation or restriction with respect to construction means, methods and techniques is one that applies to the implementation of such construction means, methods, techniques, sequences or

procedures by the Design Consultant or any person or entity providing design or other professional services as their Sub-Consultant. This exclusion is permissible only if the Design Consultant and any other persons or entities providing design or other professional services on their behalf are not performing construction activities. Notwithstanding the above, a Design Consultant's professional liability policy also cannot contain any restriction, limitation of exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

**1.1.5(A).2** Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

**1.1.5(A).3** Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design Consultant.

**1.1.5(A).4** The policy must provide coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

**1.1.5(A).5** If any portion of the design or other professional service is to be performed by any person or entity other than Design-Build Subcontractor's Design Consultant then it is the responsibility of such Design-Consultant to ensure that such person or entity provide Design-Builder and Design-Build Subcontractor with evidence of insurance to comport with this Exhibit.

**1.1.5(A).6** Waiver of subrogation is to be provided in favor of Design-Build Subcontractor and its officers, directors and employees, and (if commercially available) Design-Builder, and Owner and its officers, directors and employees.

**1.1.5(B) Professional Liability Insurance Is To Be Provided By Design-Build Subcontractor.** Such policies must provide coverage for the scope of professional services to be provided by or on behalf of Design-Build Subcontractor.

**Select One:**

The professional liability policy required pursuant to Section 1.1.5(B) above shall be written on a Project specific basis.

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design-Build Subcontractor. Design-Build Subcontractor shall provide Design-Builder with 30 Days prior written notice of any cancellation or non-renewal of the Design-Build Subcontractor's practice policy.

**1.1.5(B).1** The Design-Build Subcontractor's policy cannot contain any restriction, limitation or exclusion pertaining to construction means, methods, techniques, sequences or procedures except that the professional liability policy can exclude, limit or restrict coverage for claims but only to the same extent that such coverage is provided by the Design-Build Subcontractor's valid and collectible commercial general liability//umbrella excess liability policies. Notwithstanding the above, a Design-Build Subcontractor's professional liability policy also cannot contain any restriction, limitation, or exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

**1.1.5(B).2** Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.



**1.1.5(B).3** Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design-Build Subcontractor.

**1.1.5(B).4** The policy must provide coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

**1.1.5(B).5** If any portion of the design or other professional service is to be performed by any person or entity other than Design-Build Subcontractor then it is the responsibility of Design-Build Subcontractor to ensure that such person or entity provide Design-Build Subcontractor and Design-Builder with evidence of insurance to comport with this Exhibit.

**1.1.5(B).6** Waiver of subrogation is to be provided in favor of Design-Builder and Owner (if commercially available) and their respective officers, directors and employees.

## **2.1 Coverage Parameters and Endorsements.**

**2.1.1** Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form (DECEMBER 2004 EDITION) or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided that it is agreed to by Design-Builder.

**2.1.1.1** Acceptable professional liability exclusions to the Design-Build Subcontractor' commercial general liability insurance are limited to ISO endorsements CG 2280 and CG 2279 or their equivalents.

**2.1.2** General Liability, Automobile Liability, Worker's Compensation/Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

**2.1.2.1** Unintentional Errors and Omissions Endorsement

**2.1.2.2** Notice of Occurrence Endorsement

**2.1.2.3** Knowledge of Occurrence Endorsement

**2.1.3** Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

**2.1.4** Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as the underlying policies.

**2.1.5** If Contractors pollution liability shall be required it can be written on an occurrence or claims-made basis. If written as a claims-made basis, the policy must comport to Section 4.1.3 below.

**2.1.5.1** The policy is to provide coverage for off-site transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site disposal, treatment and storage facilities.

**2.1.5.2** Any restriction, limitation, or exclusion related to naturally occurring substances must be modified so as not to apply to microbial matter and to the release of such naturally occurring substances as a result of the performance of operations.

### **3.1 Additional Insureds**

**3.1.1** Design-Builder, Owner, and their respective parent entities, and officers, directors, members, and employees shall be included as an additional insured on general liability, contractor's pollution liability, umbrella and automobile liability policies of insurance of the Design-Build Subcontractor and its Design Consultants, and Sub-Subcontractors at any tier. No person shall be named as an additional insured on any professional liability policy. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. *(List here any others who are to be named an additional insured.)*

**3.1.2** Each of the policies designated in section 3.1.1 is to provide a waiver of subrogation in favor of those persons or entities included as additional insureds. A waiver of subrogation is also to be provided to such entities under worker's compensation/employer's liability policies.

### **4.1 Terms and Effective Dates.**

**4.1.1** Professional Liability coverage shall be retroactive to the date that professional services first commenced.

**4.1.2** If the Professional Liability coverage is provided on a project specific basis it shall include an extended reporting period of \_\_\_\_\_ (\_\_\_\_\_) years beyond the date for Substantial Completion of the Project unless otherwise specified.

**4.1.3** All claims-made policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) price coverage for post expiration claims resulting from such circumstances.

**4.1.4** List here any coverage required to be maintained after Final Payment:



# Insurance Exhibit

## General Contractor's and Subcontractor's Insurance Requirements

*(The Parties should consult their insurance advisors  
prior to completing this Exhibit)*

### 1.1 Insurance Types and Limits.

1.1.1 General Contractor and Subcontractor shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions as follows, as well as set forth in DBIA Document No. 550, *Standard Form of Agreement Between Design-Builder and General Contractor – Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition), DBIA Document No. 555, *Standard Form of Agreement Between Design-Builder and General Contractor – Lump Sum* (2010 Edition), and DBIA Document No. 570, *Standard Form of Agreement Between Design-Builder and Subcontractor (Where Subcontractor Does Not Provide Design Services)* (2010 Edition):

*(Specify each type of insurance as applicable, minimum ratings of the carriers, applicable limits and deductible amounts, required endorsements, and other terms and conditions, as applicable.)*

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits	Maximum Deductible
1. Worker's Compensation	Statutory Limits	Statutory Limits	
2. Employer's Liability (Bodily Injury by Accident)	\$	\$	\$
a. By Disease	\$	\$	\$
b. Each Accident	\$	\$	\$
c. Each Employee	\$	\$	\$
3. Commercial General Liability	\$	\$	\$
a. Bodily Injury/Property Damage per occurrence limit	\$	n/a	\$
b. Bodily Injury/Property Damage aggregate limit	n/a	\$	\$
c. Products/Completed Operation aggregate limit	n/a	\$	\$

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required	Minimum Limits Required	Maximum Deductible
	Per Claim/Occurrence	Aggregate Policy Limits	
d. Personal and Advertising Injury aggregate limit.	n/a	\$	\$
e. Medical Expense limit (any one person)	\$	\$	\$
4. Commercial Automobile Liability	\$	\$	\$
5. Professional Errors and Omissions (if applicable)	\$	\$	\$
6. Contractor's Pollution Liability, including coverage for microbial matter (if applicable)	\$	\$	\$
7. Umbrella Excess Liability Insurance	\$	\$	\$
8. Other Coverages as Required on a case by case basis	\$	\$	\$

**1.1.2** The insurance required by this Section 1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

**1.1.3** Unless otherwise specified, all insurance provided by General Contractor, Subcontractor and its Sub-Subcontractors shall be primary, and insurance independently carried by Design-Builder and Owner shall not contribute with such insurance.

**1.1.4** For those policies containing an aggregate, as soon as incurred loss activity (paid plus reserve) depletes the aggregate by 50% or more, written notice must be sent to the Design-Builder via fax and email.

**1.1.5 Professional Liability.** Such policy must provide coverage for construction management services and other professional services provided by or on behalf of General Contractor and Subcontractor.

**NOT APPLICABLE**

**APPLICABLE**

*If applicable, select one:*

The professional liability policy required pursuant to Section 1.1.5 above shall be written on a project specific basis.

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by General Contractor and Subcontractor.

Such policies must provide coverage for the scope of professional services to be provided by or on behalf of General Contractor and Subcontractor under their Agreements and any subsequent addenda thereto. General Contractor and Subcontractor shall provide Design-Builder with a minimum of 30 days prior written notice of any cancellation or non-renewal.

**1.1.5.1** The General Contractor's and Subcontractor's policy cannot contain any restriction, limitation or exclusion pertaining to construction means, methods, techniques, sequences or procedures except that the professional liability policy can exclude, limit or

restrict coverage for claims, but only to the same extent that such coverage is provided by the General Contractor's and Subcontractor's valid and collectible commercial general liability/umbrella excess liability policies. Notwithstanding the above, a General Contractor's and Subcontractor's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

**1.1.5.2** Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

**1.1.5.3** Faulty Work Exclusion, limitation or restriction can only be applicable to the work self-performed by General Contractor/Subcontractor.

**1.1.5.4** The policy must provide coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services

**1.1.5.5** Waiver of subrogation is to be provided in favor of Design-Builder and its officers, directors and employees and (if commercially available) Owner and its officers, directors and employees.

## **2.1 Coverage Parameters and Endorsements.**

**2.1.1** Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form (December 2004 Edition) or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided that it is agreed to by Design-Builder.

**2.1.1.1** Acceptable professional liability exclusions to the Contractors or Subcontractors commercial general liability insurance are limited to ISO endorsements CG 2280 or CG 2279 or their equivalent.

**2.1.2** General Liability, Automobile Liability, Worker's Compensation/Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

**2.1.2.1** Unintentional Errors and Omissions Endorsement

**2.1.2.2** Notice of Occurrence Endorsement

**2.1.2.3** Knowledge of Occurrence Endorsement

**2.1.3** Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

**2.1.4** Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as the underlying policies.

**2.1.5** If General Contractor's and Subcontractor's Pollution Liability shall be required it can be written on a occurrence or claims-made basis. If written on a claims-made basis, the policy must comport to Section 4.1.3.

**2.1.5.1** The policy is to provide coverage for off-site transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site disposal, treatment and storage facilities.

**2.1.5.2** Any restriction, limitation, or exclusion related to Naturally occurring substances must be modified so as not to apply to microbial matter and to the release of such naturally occurring substances as a result of the performance of operations.

### **3.1 Additional Insureds.**

**3.1.1** Design-Builder, Owner, and their respective parent entities, and officers, directors, members, and employees shall be included as an additional insured on general liability, umbrella, contractors pollution liability and automobile liability policies of insurance of the General Contractor and Subcontractor and its Sub-Subcontractors at any tier. No person shall be named as an additional insured on any professional liability policy. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. *(List here any others who are to be named an additional insured)*

**3.1.2** Each of the Policies designated in Section 3.1.1 is to provide a waiver of subrogation in favor of those persons or entities included as additional insureds. A waiver of subrogation is also to be provided to such persons or entities under Worker's Compensation and Employer' Liability policies.

### **4.1 Terms and Effective Dates.**

**4.1.1** If required, Professional Liability coverage shall be retroactive to the date that professional services first commenced.

**4.1.2** If required, and if the Professional Liability coverage is provided on a project specific basis it shall include an extended reporting period of \_\_\_\_\_  
( \_\_\_\_\_ ) years beyond the date for Substantial Completion of the Project unless otherwise specified.

**4.1.3** All claims-made policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.

**4.1.4** List here any coverage required to be maintained after Final Payment: