

ARTICLE 1. Insurance Types and Limits.

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 CAP Form DB535 *General Conditions of the Contract for Design-Build*:

Type of Insurance	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			
b. Bodily Injury/Property Damage aggregate limit			
c. Products/Completed Operation aggregate limit			
d. Personal and Advertising Injury aggregate limit			
e. Medical Expense limit (any one person)			
4. Contractor's Protective Liability (if applicable)			
5. Commercial Automobile Liability			
6. Professional Errors and Omissions pursuant to Section <input type="checkbox"/> 1.3.1 or <input type="checkbox"/> 1.3.2 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)			

1.2 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.

1.3 Identified in Item 6 of the above-reference insurance matrix, is the valid Professional Liability Insurance to apply.

1.3.1 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.

(The method of coverage, if selected with an "X," shall become the valid requirement)

The professional liability policy required pursuant to Section 1.3.1 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.

a. 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.

- b. Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.
- c. Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design Consultant.
- d. 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.
- e. 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.
- f. 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.

1.3.2 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.

(The method of coverage, if selected with an "X," shall become the valid requirement)

- The professional liability policy required pursuant to Section 1.3.2 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.

- a. 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.
- b. Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.
- c. Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design-Builder.
- d. 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.
- e. 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.
- f. Waiver of subrogation is to be provided in favor of Design-Builder and Owner (if commercially available) and their respective officers, directors and employees.

1.3.3 Any coverage required to be maintained after Final Payment shall be identified below:

ARTICLE 2. Coverage Parameters and Endorsements.

2.1 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 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.

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

- 2.2.1** Unintentional Errors and Omissions Endorsement
- 2.2.2** Notice of Occurrence Endorsement
- 2.2.3** Knowledge of Occurrence Endorsement

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

2.4 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.

2.5 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.

2.5.1 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.

2.5.2 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.

ARTICLE 3. Additional Insureds.

3.1 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:

3.2 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.

3.3 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.

ARTICLE 4. Terms and Effective Dates.

4.1 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.

4.2 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.

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

4.4 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.

4.5 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.

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