

Insurance Exhibit –
Design Consultant’s
Insurance
Requirements

SAMPLE

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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	Minimum Limits Required	Maximum Deductible
	Per Claim/Occurrence	Aggregate Policy Limits	
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.

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