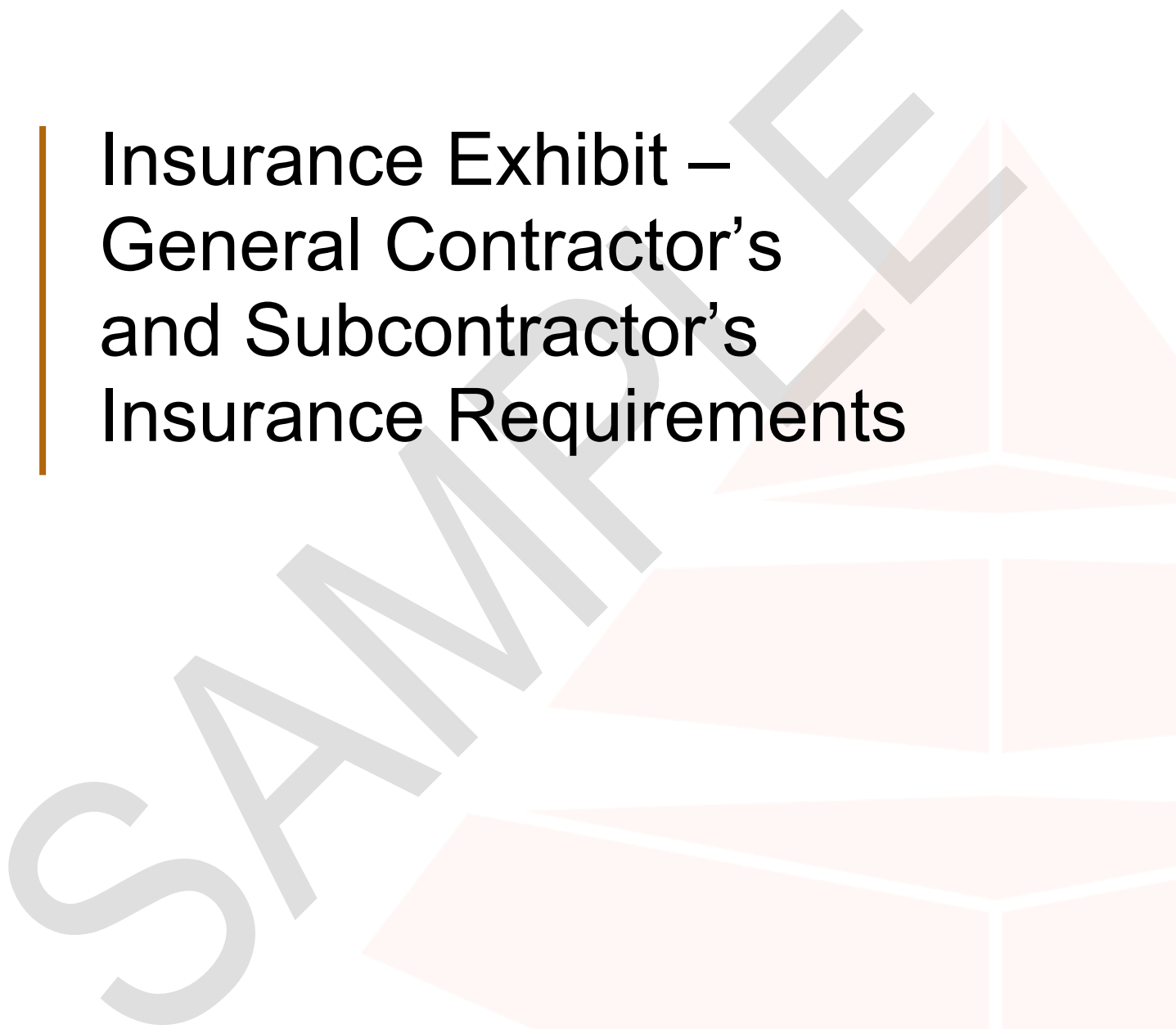


Insurance Exhibit – General Contractor’s and Subcontractor’s Insurance Requirements



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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:

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