

Insurance Exhibit –
Design Consultant’s
Insurance
Requirements

SAMPLE

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Design-Build Institute of America - Contract Documents

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- 8. Acknowledgment.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.



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 Design Consultant shall purchase and maintain insurance of the types, with the limits required, 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* (2022 Edition):

(Specify each type of insurance as applicable, minimum ratings of the carriers, and applicable limits, required endorsements, and other terms and conditions, including exceptions to the requirements, as applicable on a per-project or as-needed basis. Note: waivers of subrogation should be carefully considered with insurance advisor.)

Type of Insurance [Insert Rating of Carrier]	Limits Required Per Claim/Occurrence	Limits Required Aggregate Policy Limits
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]	Limits Required Per Claim/Occurrence	Limits Required Aggregate Policy Limits
5. Professional Errors and Omissions	\$	\$
6. Umbrella/Excess Liability Insurance	\$	\$
7. Contractor's Pollution Liability including coverage for microbial matter (if applicable)	\$	\$
8. Other Coverages required:		

1.1.2 The insurance required by Section 1.1.1 shall be written for not less than limits required 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. If relevant, the above limits may be met in combination with applicable follow-form Umbrella Excess Liability Insurance limits.

1.1.3 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 Design-Builder via fax and email.

1.1.4 Professional Liability.

Select One:

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

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.

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

1.1.4.2 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 require that such person or entity provide Design-Builder and Owner with evidence of insurance to comport with this Exhibit.

1.1.5 If Design Consultant's scope, even if performed by a lower tier Subconsultant/Subcontractor, includes pollution liability exposures, including but not limited to geotechnical engineering, subsurface utility engineering, drilling, environmental, materials testing or sampling/identification of hazardous materials, Design Consultant must include Pollution Liability coverage. This coverage can be satisfied if provided in combination with Professional Liability or may be satisfied under separate policy.

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 (latest 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/Employer's 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 Policy covering all Owned, Non-Owned and Hired Vehicles.

2.1.4 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile Liability and Employer's 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 applicable, Contractor's Pollution Liability shall be required. It can be written on an occurrence or claims-made basis. If written on a claims-made basis, the policy must comport to Section 4.1.4 below.

2.1.5.1 The policy is to provide coverage for off-site transportation. When required, coverage is also to be provided for claims involving materials removed from the site and brought to non-owned 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 or materials/equipment brought to the site by Design Consultant.

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/excess and automobile liability policies of insurance of 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/employer's liability policies. 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, where allowed by law. List here any other coverages required to provide a waiver of subrogation in favor of those persons or entities included as additional insureds: *(List here any other policies for which additional insureds will also be provided with a waiver of subrogation.)*

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.

4.1.2 If Contractor's Pollution Policy is made on a claims-made basis, the policy date or retroactive date shall predate the Agreement.

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

4.1.4 All claims-made policies, including without limitation Professional Liability coverage provided on a Project specific basis, must be maintained by Design Consultant for _____ (_____) years from Substantial Completion of the Project or shall include an extended reporting period of _____ (_____) years beyond the date for Substantial Completion of the Project, unless otherwise specified.

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

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