

Insurance Exhibit –
Design-Build
Subcontractor’s
Insurance Requirements

SAMPLE

Document No. E-INS-IV

Third Edition, 2023

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Washington, D.C.





Design-Build Institute of America - Contract Documents

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- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 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-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 the limits required, 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* (2022 Edition) or DBIA Document No. 565, *Standard Form of Agreement Between Design-Builder and Design-Build Subcontractor – Lump Sum* (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	\$

Type of Insurance [Insert Rating of Carrier]	Limits Required Per Claim/Occurrence	Limits Required Aggregate Policy Limits
e. Medical Expense limit (any one person)	\$	\$
4. Commercial Automobile Liability	\$	\$
5. Professional Errors and Omissions pursuant to section <input type="checkbox"/> 1.1.4(A) or <input type="checkbox"/> 1.1.4(B) below providing coverage for professional services performed under the Agreement	\$	\$
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, unless noted below.

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 IDENTIFY IN ITEM 5 OF THE ABOVE-REFERENCED INSURANCE MATRIX WHETHER 1.1.4(A) or 1.1.4(B) IS TO APPLY

1.1.4(A) Professional Liability Insurance Is To Be Provided By Design-Build Subcontractor's Design Consultant. Such policies must provide coverage for the negligent performance 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 obtain its own professional liability coverage.]*

Select One

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

The professional liability policy required pursuant to Section 1.1.4(A) above shall be written on a Project specific basis.

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.

1.1.4(A).1 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by Design Consultant.

1.1.4(A).2 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 require that such person or entity provide Design-Builder and Design-Build Subcontractor with evidence of insurance to comport with this Exhibit.

1.1.4(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 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 Design-Build Subcontractor's practice policy.
- The professional liability policy required pursuant to Section 1.1.5(B) above shall be written on a Project specific basis.

1.1.4(B).1 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by Design-Build Subcontractor.

1.1.4(B).2 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 require that such person or entity provide Design-Build Subcontractor and Design-Builder with evidence of insurance to comport with this Exhibit.

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 to the release of such naturally occurring substances as a result of the performance of operations or materials/equipment brought to the site by Design-Build Subcontractor.

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/excess and automobile liability policies of insurance required above of 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 or worker's compensation/employer's liability policies. Coverage granted to an additional insured shall be primary and 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 the 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-Build Subcontractor for _____ (_____) years from Substantial Completion, 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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