

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

SAMPLE

Document No. E-INS-V

Third Edition, 2023

© Design-Build Institute of America
Washington, D.C.





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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* (2022 Edition), DBIA Document No. 555, *Standard Form of Agreement Between Design-Builder and General Contractor – Lump Sum* (2022 Edition), and DBIA Document No. 570, *Standard Form of Agreement Between Design-Builder and Subcontractor (Where Subcontractor Does Not Provide Design Services)* (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	\$

Type of Insurance [Insert Rating of Carrier]	Limits Required Per Claim/Occurrence	Limits Required Aggregate Policy Limits
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	\$	\$
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 required:	\$	\$

1.1.2 The insurance required by Section 1.1 shall be written for not less than the 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.

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. 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 requirement for professional liability coverage on this Project shall be the standard form practice policy provided by General Contractor and Subcontractor.

The professional liability policy required pursuant to Section 1.1.4 above 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 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.

1.1.4.1 Faulty Work Exclusion, limitation or restriction can only be applicable to the work self-performed by General Contractor/Subcontractor.

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 General Contractor/Subcontractor then it is the responsibility of General Contractor/Subcontractor to require that such person or entity provide Design-

Builder and General Contractor/Subcontractor 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 General Contractor's and Subcontractor'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.

2.1.5.1 If applicable, 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 General Contractor/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, umbrella/excess, contractor's 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 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 persons or 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 be 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 If required, 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 General Contractor and 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.

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

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