

Insurance Exhibit – Design-Builder’s Insurance Requirements



Document No. E-INS-I

Third Edition, 2023

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Washington, D.C.





Insurance Exhibit

Design-Builder’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-Builder 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 5 of DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (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)	\$1,000,000	\$1,000,000
3. Commercial General Liability	\$2,000,000	\$2,000,000
4. Contractor’s Protective Liability (if applicable)	\$1,000,000	\$1,000,000
5. Commercial Automobile Liability	\$1,000,000	\$1,000,000
6. Professional Errors and Omissions pursuant to Section 1.1.3(A) and 1.1.3(B) below (per claim/aggregate) providing coverage for professional services performed under the Agreement	\$2,000,000	\$2,000,000
7. Contractor’s Pollution Liability including coverage for microbial matter (if applicable)	\$1,000,000	\$1,000,000
8. Umbrella/Excess Liability Insurance	\$5,000,000	\$5,000,000
9. Other Coverages required:	\$n/a	\$n/a

1.1.2 The insurance required by Section 1.1.1 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, unless noted below.

1.1.3

1.1.3(A) Professional Liability Insurance To Be Provided By Design Consultant. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of Design Consultant. *[Note: Design-Builder 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 Consultant.

The professional liability policy required pursuant to Section 1.1.3(A) above shall be written on a Project specific basis and the policy premium shall be paid by Owner.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of Design Consultant's practice policy and shall include in the Design Consultant Agreement a provision requiring Design Consultant to give Design-Builder 30 Days' written notice of any cancellation or non-renewal.

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

1.1.3(A).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 Design Consultant with evidence of insurance to comport with this Exhibit.

1.1.3(B) Professional Liability Insurance To Be Provided By Design-Builder. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of Design-Builder.

Select One

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design-Builder.

The professional liability policy required pursuant to Section 1.1.3(B) above shall be written on a Project specific basis and the policy premium shall be paid by Owner.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of Design-Builder's practice policy.

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

1.1.3(B).2 If any portion of the design or other professional service is to be performed by any person or entity other than Design-Builder then it is the responsibility of Design-Builder to require that person or entity provide Design-Builder with evidence of insurance to comport with this Exhibit.

1.1.4 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.)*

- General Liability, including completed operations coverage
- Worker's Compensation
- Professional Liability, including Contractor's Protective Liability, if applicable.
- Umbrella Coverage
- Such coverage shall remain in place for one year after Substantial Completion.

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 the same are agreed upon by Owner and 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 Contractor's Pollution Liability shall either 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 the release of such naturally occurring substances as a result of the performance of operations or materials/equipment brought to the site by Design-Builder.

3.1 Additional Insureds

3.1.1 Owner and Owner's officers, directors and employees shall be included as an additional insured on general liability, umbrella/excess and automobile liability policies of insurance required above of Design-Builder and its Subcontractors and Design Consultants. If required, as set forth above, Owner shall also be included as an additional insured on Design-Builder's Contractor's Pollution Liability policy of insurance. 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 that coverage independently carried by an additional insured shall not contribute. Design-Builder shall furnish to Owner a copy of all Certificates of Insurance showing Owner as additional insured as set forth above. Design-Builder shall require

Subcontractors and Design Consultants of any tier to furnish such certificates, and upon request of the same will furnish them to Owner. Owner shall not be an additional insured on any other of Design-Builder's policies except for those which are specifically listed below: *(List here any other policies for which Owner will be an additional insured, as well as other entities 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.)*

3.1.3 Additional Insured coverage provided under the Commercial General Liability/Umbrella/Excess and, if applicable, Design-Builder's Contractor's Pollution Liability policies, shall cover both the premises/operations and completed operations hazards.

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-Builder 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: