

# **Insurance Exhibit**

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*(The Parties should consult their insurance advisors prior to completing this Exhibit)*

### 1.1 Insurance Types and Limits.

**1.1.1** Owner shall purchase and maintain standard insurance to be defined in the RFP. The Design-builder shall purchase and maintain the following insurances:

Type of Insurance [A or better rating]	Minimum Limits Required <i>Per</i> Claim/Occurrence	Minimum Limits Required <i>Aggregate</i> Policy Limits
1. Worker's Compensation	Statutory Limits	Statutory Limits
2. Commercial General Liability	\$1,000,000	\$2,000,000
3. Commercial Automobile Liability	\$1,000,000	\$2,000,000
4. Umbrella Excess Liability Insurance	\$	\$10,000,000
5. Builders risk insurance	\$	\$16,000,000
6. Professional Liability Insurance (errors and omissions)	\$3,000,000	\$3,000,000
7. Pollution Insurance	\$3,000,000	
8. Cyber (and privacy) Liability Insurance	\$1,000,000	

**1.1.2** The insurance required by this Section 1.1.1 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** Any coverage required to be maintained after Final Payment shall be identified in the RFP.

**1.1.4** In the event the Owner is providing any design or other professional service (either in house or through a separate person or entity contracted by Owner), the Owner shall provide to Design-Builder evidence of professional liability coverage for that scope of work.

### 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 the same are agreed upon by Owner and Design-Builder.

**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 underlying policies.

**2.1.5** Builders Risk Insurance shall for the replacement value thereof for "all risks" of direct physical loss or damage, including grading and flood coverage, with a minimum limit identified in section 1.1.1.

**2.1.6** Pollution Insurance Pollution insurance coverage shall be provided for bodily injury, property damage and pollution clean-up cost as a result of pollution conditions from covered operations

**2.1.7** Cyber (and privacy) Liability Insurance coverage shall be provided for protection from losses resulting from a data breach or loss of electronically-stored confidential information.

### **3.1 Additional Insureds.**

**3.1.1** Design-Builder and Design-Builder's officers, directors and employees and Subcontractors and Design Consultants of any tier shall be included as an additional insured on general liability, umbrella liability and automobile liability policies of insurance of the Owner. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Owner shall furnish to Design-Builder a copy of all Certificates of Insurance showing the parties named as an additional insured as set forth above.

**3.1.2** Additional Insured coverage provided under the Commercial General Liability and Umbrella/Excess policies shall cover both the premises/operations and completed operations hazards.

**3.1.3** Insurance that includes the Owner as an additional insured shall not be applicable until the issues of sovereign immunity are determined by a court of competent jurisdiction and shall not be considered a waiver of sovereign immunity or other immunities and affirmative defenses of Owner.

### **4.1 Claims-Made Policies**

**4.1.1** 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.