

Insurance Exhibit –
Owner’s Insurance
Requirements



Document No. E-INS-II

Second Edition, 2010

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Washington, D.C.





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Insurance Exhibit

Owner's Insurance Requirements

(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 insurance of the types, with limits of liability, 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* (2010 Edition):

(Specify each type of insurance as applicable, minimum ratings of the carriers, applicable limits and deductible amounts, required endorsements, and other terms and conditions, as applicable. Note: waivers of subrogation should be carefully considered with insurance advisor)

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits	Maximum Deductible
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	\$	\$	\$
5. Umbrella Excess Liability Insurance	\$	\$	\$

Type of Insurance [Insert Rating of Carrier]	Minimum Limits Required	Minimum Limits Required	Maximum Deductible
	Per Claim/Occurrence	Aggregate Policy Limits	
6. Builders risk insurance provided pursuant to DBIA Document No. 535 <i>Standard Form of General Conditions of Contract Between Owner and Design-Builder</i> (2010 Edition)	\$	\$	\$
7. Other Coverages Required on a Project Specific Basis (e.g. Site Pollution)	\$	\$	\$

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 below. *(List here any coverages required to be maintained after Final Payment is made)*

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.

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. Design-Builder shall not be an additional insured on any other of Owner's policies except for those which are specifically listed below: *(List here any other policies for which the Design-Builder will be an additional insured, as well as other entities who are to be named as an additional insured on any of the specified policies.)*

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.

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.

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Design-Build Institute of America
1331 Pennsylvania Ave. NW, 4th Floor
Washington, DC 20004

(202) 682-0110
dbia@dbia.org