

Sample Language for Design Professional's Contractual Obligation to Client to Maintain Insurance:

During the term of this Agreement with the Client, Design Professional agrees to maintain and provide evidence of the following insurance coverage:

1. Commercial General Liability Insurance: Design Professional will maintain commercial general liability insurance, on an occurrence basis, covering liability arising from premises, operations, personal injury and advertising injury, products and completed operations, and contractual liability. The commercial general liability insurance policy shall provide limits of not less than \$_____ per occurrence and \$_____ annual aggregate.
2. Commercial or Business Automobile Liability Insurance: Design Professional will maintain commercial or business automobile liability insurance arising out of a motor vehicle, including owned, non-owned, leased, and hired vehicles assigned to or used in connection with the Project. The policy shall provide combined single limits of not less than \$_____ per accident or loss.
3. Workers' Compensation and Employer's Liability Insurance: Design Professional will maintain Workers' Compensation insurance at statutory minimums. Design Professional will obtain and maintain employer's liability insurance in an amount not less than \$_____. This coverage shall not be required where Design Professional has no employees.
4. Professional Liability Insurance: Design Professional will maintain Professional Liability Insurance covering Design Professional's errors and omissions when acting as a licensed professional, in an amount not less than \$_____ per claim and \$_____ annual aggregate.

General Requirements:

1. All policies in this Section will be written by insurance companies licensed to issue policies in the state(s) where work is performed and with an A.M. Best rating of no less than A-.
2. Before commencement of services, Design Professional will provide the Client with certificates of insurance as evidence that all required insurance is in full force and effect. The dollar amount of any SIR or deductible will be specified on the applicable certificate of insurance.
3. Design Professional will obtain contractual obligations and enforce those obligations from and against each of its subconsultants to obtain and maintain insurance coverage and limits of liability of the same type and the same amount as are required of Design Professional under this Agreement. Prior to commencement of subconsultants' work, Design Professional will obtain certificates of insurance evidencing subconsultants' compliance with the insurance requirements.
4. If any of the required insurance policies expire during the term of the Agreement, Design Professional will renew or replace the required insurance and provide a new certificate of insurance to the Client. Design Professional will provide any renewal

insurance certificates to the Client at least 10 days before the expiration of the expiring insurance policy.