

DESIGN PROFESSIONAL INSURANCE REQUIREMENTS

The Design Professional shall file with the Owner a certificate of insurance from an insurance company rated at least A-by Best's and licensed to do business in the State of Georgia showing evidence of the insurance as outlined attached.

CERTIFICATE HOLDER:

Board of Regents of the University System of Georgia
Attn: Director of Contracts & Services, Office of Facilities
270 Washington Street, SW
Atlanta, GA 30334

***** Send certificates via email to*****

contracts@facilities.gatech.edu

1.1.5.1 Insurance Provisions. From insurers authorized to provide the required insurance in Georgia, the Design Professional shall provide the following kinds of insurance in the minimum amount of coverage set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all operations carried on and any and all work performed by the Design Professional under this Contract. Within ten calendar days after execution of the Contract and during the entire period of the Design Professional's responsibility under the Contract, the Design Professional shall maintain professional liability insurance for claims arising from the negligent performance of professional services under this Contract as provided herein. The Design Professional shall file with the Owner a certificate of insurance from an insurance company rated at least A– by Best's and licensed to do business in the State of Georgia showing evidence of insurance as follows:

1.1.5.1.1 Workers' Compensation and Employer's Liability. Statutory coverage; Employer's liability in the minimum amount of \$1,000,000 per occurrence.

1.1.5.1.2 Commercial General Liability Insurance. Commercial General Liability Insurance of at least \$1,000,000 per occurrence, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$100,000 for each occurrence to cover vehicles, owned, leased or rented by Design Professional. The Design Professional shall require its consultants to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above. The Commercial General Liability policy shall name the Owner and Using Agency as additional insureds.

1.1.5.1.3 Professional Liability (Errors and Omissions) Insurance. Limits shall not be less than the following:

- (a) For Projects with a budgeted construction cost of more than \$30,000,000:
 - i. For Design Professionals – \$3,000,000 per claim and \$4,000,000 in aggregate coverage;
 - ii. For Subconsultant Engineers and Architects – \$2,000,000 per claim and \$3,000,000 in aggregate coverage;
 - iii. For Other Consultants – \$1,000,000 per claim and \$2,000,000 in aggregate coverage. At the Design Professional's request, the Owner may, at its sole discretion, agree to a lower limit for certain consultants.
- (b) For Projects with a budgeted construction cost of \$20,000,000 up to \$30,000,000:
 - i. For Design Professionals – \$2,000,000 per claim and \$3,000,000 in aggregate coverage;
 - ii. For Subconsultant Engineers and Architects – \$1,000,000 per claim and \$2,000,000 in aggregate coverage;
 - iii. For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage. At the Design Professional's request, the Owner may, at its sole discretion, agree to a lower limit for certain consultants.
- (c) For Projects with a budgeted construction cost of less than \$20,000,000:
 - i. For Design Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For Subconsultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - iii. For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage. At the Design Professional's request, the Owner may, at its sole discretion, agree to a lower limit for certain consultants.
- (d) The Design Professional shall maintain professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed by the Design Professional for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following the issuance of the Certificate of Final Completion for the Project.

1.1.5.1.4 Maximum Deductible. No policies shall specify a deductible of more than \$250,000 per claim. If demanded in writing by the insurer and with the Owner's approval, the deductible limit may be increased to an amount not in excess of the limit established for Design Professionals under the usual deductible guidelines of the insurer.

1.1.5.1.5 Insurer's Endorsement. Each certificate of insurance shall bear an endorsement in words exactly as follows:

Insurer agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty calendar days (ten calendar days for nonpayment of premium) after written notice by United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the party to be notified at such party's address as follows:

[Insert the name and address of the Owner as shown in the Contract]

1.1.5.2 Insurance Premiums and Deductibles. The Design Professional shall pay the insurance premiums. If additional insurance coverage is required, an amendment to this Contract shall be executed and the additional cost of the insurance shall be paid by the Owner as a reimbursable cost. All deductibles shall be paid by the Design Professional.

1.1.5.3 Waiver of Subrogation. There is no waiver of subrogation rights by either party with respect to insurance.

1.1.6 Meaning of Terms.

1.1.6.1 Defined Terms. Terms defined in other documents associated with this Project shall have the same meaning in this Contract. In case of conflict between or among any such documents, as between the parties hereto the definitions contained in this Contract shall control.

1.1.6.2 Meaning of Terms. Unless specifically defined pursuant to 1.1.6.1 above, words used in this Contract that have usual and common meanings, either in general usage or in technical or trade usage, shall have their usual and common meanings.

1.1.6.2.1 *Construction Contract Administration.* See Section 2, Part 2.

1.1.6.2.2 *Construction Documents.* See Section 2, Part 1, Article 2.1.6.

1.1.6.2.3 *Design Development Documents.* See Section 2, Part 1, Article 2.1.5.

1.1.6.2.4 *General Conditions (also Construction Contract's General Conditions).* This portion of the Construction Documents deals with the general requirements of the construction process. See also Section 1, Part 1, Article 1.1.4.

1.1.6.2.5 *Predesign Study.* This document includes the Program, site analysis, and other appropriate studies that provide essential information, including the cost estimates from the Predesign Study to support and advance the decision-making process prior to the design and implementation phases of the Project.

1.1.6.2.6 *Preliminary Design and Construction Schedule.* A schedule indicating proposed activity sequences and durations, including major milestone dates for receipt and approval of pertinent information, and for production of Schematic Design, Design Development, and Construction Documents, as well as the estimated time required for construction. It includes the Owner's occupancy requirements showing portions of the Project (and the Phases thereof if any) having occupancy priority, and proposed date(s) of Material Completion and Final Completion. The Preliminary Design and Construction Schedule shall be in simplified critical path method format as might be appropriate for the Project, and shall be in such detail as the Owner reasonably requires.

1.1.6.2.7 *Program.* The written and graphical definition of the Project's space requirements provided by the Owner to the Design Professional (normally part of Predesign Study). The Using Agency's Program and the Predesign Study are provided to the Design Professional together with other relevant predesign information, including the purposes and requirements of the Project for the purpose of creating the design and issuing the Construction Documents.

1.1.6.2.8 *Schematic Design.* See Section 2, Part 1, Article 2.1.4, Paragraph 2.1.4.2.

1.1.6.2.9 *Site Visit.* A visit to the Site for one day (8 hours) by the Design Professional or consultant, inclusive of all travel time, professional time, documentation time, travel expenses, meals, lodging, and incidental expenses. Site Visits shall be accounted in half-day increments (i.e., 0 to 4 hours expended in a single day equal one-half visit; 4 to 8 hours equal one visit). (See also Paragraph 2.2.6.1 below.)

1.1.6.2.10 *Stated Cost Limitation (SCL).* For the purpose of controlling the design of the Project, the Stated Cost Limitation is the amount allocated for the cost of construction of the Project as illustrated by the Statement of