

EXHIBIT "B"

INSURANCE

1. **INSURANCE INSTRUCTIONS.** Architect shall not commence work under this contract until all insurance required under this section has been obtained and such insurance has been approved by the City, nor shall the Architect allow any subconsultant to commence work on a subcontract until all similar insurance required of this subconsultant has been so obtained. The City shall be included as an additional insured on all insurance coverages except for professional liability insurance.
2. **WORKER'S STATUTORY COMPENSATION INSURANCE AND EMPLOYER LIABILITY INSURANCE.** The Architect shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance and in the applicable state covering all employees, and in the case of any work sublet, the Architect shall require the subconsultant similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Architect shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 with an insurance company authorized to write such insurance in all states where the Architect will have employees located in the performance of this contract and the Architect shall require such subconsultant similarly to maintain Employer's Liability Insurance on its employees.
3. **COMMERCIAL LIABILITY INSURANCE.** The Architect shall maintain during the life of this contract such Public Liability Insurance as shall protect against claims for damages resulting from (1) bodily injury, including wrongful death, and property damage, which may arise from operations under this contract whether such operations be by self or by any subconsultant or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance shall be as follows:
 - A. Bodily Injury and Property Damage Limits are \$500,000 per occurrence Combined Single Limit
 - B. The Public Liability Insurance required by the preceding subparagraph shall include the following extensions of coverage:
 - C. Coverage shall be provided under a Commercial General Liability form of policy or similar thereto.
 - D. X.C.U. Coverage - If the contract requires any work procedures involving blasting, excavating, tunneling, or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage and Standard Underground Coverage, commonly referred to as X.C.U. property damage liability coverage with limits of \$1,000,000 each occurrence.
 - E. The property damage coverage shall include a Broad form Property Damage Endorsement.
 - F. Contractual Liability coverage shall be included.
 - G. Protective Liability coverage shall be included to protect the Architect against claims arising out of operations performed by subconsultant.
 - H. Products Liability and/or Completed Operations coverage shall be included.
 - I. Completed Operations coverage shall be provided for two years following substantial completion of the work.
4. **AUTOMOBILE LIABILITY INSURANCE.** The Architect shall take out and maintain during the life of

EXHIBIT "B"

the contract such comprehensive Automobile Liability Insurance as shall protect against claims for damages resulting from (1) bodily injury, including wrongful death, and (2) property damage, which may arise from the operations of any owned, hired, or non-owned automobiles used by or for work in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such comprehensive Automobile Liability Insurance shall be as follows:

- A. Bodily Injury and Property Damage Limits are \$500,000 per occurrence Combined Single Limit
- 5. **PROFESSIONAL LIABILITY INSURANCE.** This insurance shall be in force for the duration of the contract by the Architect. The policy shall provide a liability limit of not less than \$1,000,000.00 and shall insure against damages and liabilities for injury or death of persons, or damage to property, to the extent caused by Architect's negligent acts or omissions in connection with operations performed under the terms of this agreement.
- 6. **EXCESS LIABILITY POLICY.** This insurance shall protect the Architect against all claims in excess of the limits provided under the Commercial Automobile Liability and the Commercial General Liability. The liability limits of the Excess Liability Policy shall not be less than \$1,000,000.
- 7. **PROOF OF CARRIAGE OF INSURANCE.** The Architect shall furnish the City satisfactory proof of carriage of the insurance required. All certificates of insurance shall state that 30 days written notice will be given to the City before the policy is canceled or changed. The Architect and all subconsultants shall include the City and the City's officers, agents and employees as "additional insured parties" on each policy for each project, except for Worker's Compensation Coverage. Each certificate of insurance shall state the type of coverage certified and shall be identified as one of the following:

Insurance Coverage Limits

- A. Worker's Compensation Statutory
- B. Employer's Liability \$100,000 each person
- C. Commercial General Liability
 - Bodily Injury \$500,000 each occurrence
 - Property Damage \$500,000 each occurrence
- D. Commercial Automobile Liability
 - Bodily Injury \$500,000 each occurrence
 - Property Damage \$500,000 each occurrence
- E. Excess Liability Policy \$1,000,000
Required X
- F. City's Protective Liability Insurance \$1,000,000

Two copies of each certificate shall be sent to the CITY.