

7.2 Minimum Insurance Requirements

The following outlines the minimum insurance coverages and limits of insurance that Design Professional is required to purchase and maintain and the minimum insurance coverage and limits of insurance that Design Professional is responsible for requiring from Consultant Design Professionals of every tier. Design Professional shall procure, at its sole cost and expense the minimum required insurance as follows:

7.2.1 General Insurance Requirements, Terms and Conditions

- 1) Design Professional is required to maintain the insurance coverage(s) outlined in this Article for a period of time commencing the sooner of the execution of this contract, or the start of Work, and continuing through the applicable statute of repose following the completion of all work including any and all punch list and warranty work, without interruption.
- 2) The insurance coverage and limits of insurance outlined herein are minimum coverage and limits. Design Professional is encouraged, at its sole cost and expense, to purchase any additional insurance coverages and or limits of insurance that Design Professional deems prudent and necessary to manage risk in the completion of this contract.
- 3) Upon written request from Design-Builder, Design Professional shall provide copies of any and all policy(s) required by these Minimum Insurance Requirements, including all endorsement(s), within 5 business days of such request.
- 4) Receipt, review and communications regarding Certificates of Insurance (COI), Insurance Policy(s), endorsements or other materials utilized to document compliance with these Minimum Insurance Requirements does not constitute acceptance by Design-Builder.
- 5) Insurance Policies must be written on admitted paper, (unless otherwise indicated herein) with an insurance company acceptable to Design-Builder.
- 6) Unless otherwise noted, "Claims Made" insurance policies are not acceptable.
- 7) Any insurance policy utilizing a Self-Insured Retention (SIR) requires written approval from Design-Builder.
- 8) Design Professional is required to incorporate these Minimum Insurance Requirements into contract requirements of all Consultants employed by Design Professional. Design Professional, at their sole peril may amend the minimum required limits of coverage for Consultants but not the Required Minimum Coverage(s). Doing so does not relieve Design Professional from its respective liability to Design-Builder.
- 9) Compliance with these Minimum Insurance Requirements does not relieve Design Professional from, or limit Design Professional's liability to Design-Builder or others.

7.2.2 Workers' Compensation and Employer's Liability

Required Minimum Limits of Coverage:

Workers' Compensation	Statutory	
Employers' Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

Required Minimum Coverage(s):

- 1) Workers' Compensation Statutory Coverage must be provided on an "All States" basis.
- 2) Design Professional and any Consultants employed by Design Professional performing work within 500 feet of navigable water must have their Workers' Compensation Policy endorsed to provide coverage for both Jones Act Liability and Longshore and Harbor Workers' Compensation Act Liability.

7.2.3. Commercial General Liability

Required Minimum Limits of Coverage:

\$1,000,000	Each Occurrence Limit
\$2,000,000	General Aggregate Limit
\$2,000,000	Products and Completed Operations Limit

Required Minimum Coverage(s):

- 1) Commercial General Liability (CGL) coverage form shall be ISO Occurrence Form CG0001 or its equivalent. Equivalency determination shall be made in Design-Builder's sole and unreviewable discretion.
- 2) Required minimum limits of coverage may be achieved through a combination of the aforementioned CGL coverage form and Umbrella/Excess Liability coverage form(s), provided that the umbrella excess liability coverage form(s) provide the same or broader coverage than the prescribed CGL coverage form.
- 3) Policy(s) shall be endorsed with Additional Insured Endorsement(s) in compliance with 7.2.8 "Additional Insured(s)".
- 4) CGL forms must provide defense coverage for additional insureds.
- 5) Defense costs (Allocated Loss Adjustment Expense) must be included and in excess of the policy limits for all Primary Liability and Umbrella Excess Liability Policies.
- 6) Policy(s) shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with 7.2.9 "Waiver of Subrogation".

- 7) The definition of “Insured Contract” shall be modified to provide coverage for contractual liability for contracts for construction or demolition operations that are within 50 feet of a railroad, and sidetrack agreements for any projects that the scope of work requires work to be performed within 50 feet of a railroad.
- 8) CGL Policy shall be endorsed with ISO endorsement CG 25 03 03 97; “Designated Construction Project(s) General Aggregate Limit”, and designate “Any and all construction projects” as the Designated Construction project.
- 9) Policy shall be endorsed with ISO endorsement CG 25 04 03 97; “Designated Location General Aggregate Limit”, and designate “Any and all locations” as the Designated Location.
- 10) Aggregate Limits of all Umbrella Excess Liability coverage forms shall be endorsed such that the Aggregate Limit applies separately for each project and each location.
- 11) CGL policy shall not exclude coverage for Residential Construction.

7.2.4. Business Auto Liability

Required Minimum Limits of Coverage:

\$1,000,000	Combined Single Limit
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Required Minimum Coverage(s):

- 1) Business Auto Liability shall be written on ISO Business Auto Coverage Form CA 00 01, or its equivalent. Equivalency determination shall be made in Design-Builder’s sole and unreviewable discretion.
- 2) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with 7.2.8 “Additional Insured(s)”.
- 3) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with 7.2.9 Waiver of Subrogation”.
- 4) Business Auto Liability required Minimum Limits of Coverage requirements may be obtained through the combination of a Primary Business Auto Liability policy and an Umbrella Excess/Liability policy provided that the Umbrella Excess Liability policy complies with items 1 through 3 above.

7.2.5. Professional Liability Insurance

Should Design Professional, any Consultant of any tier or any supplier, be required by this contract to provide design services or the services of a professional engineer, including, but not limited to stamping, sealing, or certifying blueprints or other related documents, those Design Professionals, Consultant of every tier and suppliers who are providing professional services are required to maintain Professional Liability Insurance as follows:

- 1) Minimum Limits of Coverage of \$5,000,000, each claim.

- 2) Actual coverage or tail coverage must be purchased and maintained for a period of time equal to the statute of repose.
- 3) Coverage can be written on an "Occurrence" or "Claims Made" Basis.
- 4) Coverage can be written on "Non-Admitted" paper.

7.2.6. Umbrella Excess Liability

Required Minimum Limits of Coverage:

\$2,000,000	Each Occurrence Limit
\$2,000,000	General Aggregate Limit
\$2,000,000	Products and Completed Operations Limit

Required Minimum Coverage(s):

- 1) Umbrella Excess Liability coverage should be follow form.
- 2) Required minimum limits of coverage may be achieved through a combination of the aforementioned CGL coverage form and Umbrella/Excess Liability coverage form(s), provided that the umbrella excess liability coverage form(s) provide the same or broader coverage than the prescribed CGL coverage form.
- 3) Policy(s) shall be endorsed with Additional Insured Endorsement(s) in compliance with 7.2.8 "Additional Insured(s)".
- 4) Umbrella/Excess Liability forms must provide defense coverage for additional insureds.
- 5) Defense costs (Allocated Loss Adjustment Expense) must be included and in excess of the policy limits.
- 6) Policy(s) shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with 11.1.11 "Waiver of Subrogation".

7.2.7. Unmanned Aerial Vehicle (Drone) Insurance

Unmanned Aerial Vehicle (Drone) Liability insurance requirement only applies if "Drones" or "Unmanned Aerial Vehicles" are contemplated in Design Professional or sub-Design Professional(s) of any tier's scope of work.

\$1,000,000	Each Occurrence Limit
\$1,000,000	Aggregate Limit

7.2.8. Additional Insured(s)

Design Professional and Consultants employed by Design Professional are required to add Design-Builder, Owner, Design-Builder's and Owner's respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Brinkmann Constructors contract with the project owner as additional insured(s) on all insurance policies purchased by Design Professional and Consultants, including excess liability policy(s), with the exceptions of Workers' Compensation and Professional Liability.

- 1) Coverage provided to any Additional Insured shall be primary and non-contributory to any other insurance available to the Additional Insured, including coverage afforded to the Design-Builder as an additional insured by Sub-Design Professionals, and from other third parties.
- 2) Coverage provided to any Additional Insured shall be for claims arising out of both ongoing operations and products and completed operations hazard.
- 3) Coverage available to any Additional Insured under the products and completed operations hazard can only be limited to the applicable statute of repose in the jurisdiction(s) where the contract scope of work takes place.
- 4) Coverage available to the additional insureds shall not be limited to the minimum limits of coverage outlined in this document.

7.2.9. Waiver of Subrogation

Design Professional and Consultants employed by Design Professional are required to have all insurance policies required under these Minimum Insurance Requirements by endorsement to waive the respective insurance company's rights of recovery against Design Professional and consultants are required to add Design-Builder, Owner, Design-Builder's and Owner's respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Brinkmann Constructors contract with the project owner

- 1) Waiver shall be provided on an endorsement that is acceptable to Design-Builder.

7.2.10. Certificate of Insurance (COI)

Design Professional shall provide Design-Builder an ACORD Certificate of Insurance (COI) as evidence that the insurance requirements of this Section have been satisfied. Certificates of Insurance shall be emailed to:

insurance@brinkmannconstructors.com

The cert holder box should read:

Brinkmann Constructors
16650 Chesterfield Grove Rd.,
Chesterfield, MO 63005

The description of operations should read:

Brinkmann Constructors ***Project Number, Name & Address***

Design-Builder, Owner, Design-Builder's and Owner's respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Brinkmann Constructors contract with the project owner are included as additional insureds to the Commercial General Liability, Business Automobile Liability, and Umbrella/Excess Liability policies. Coverage afforded to the additional insureds is primary and non-contributory. The Commercial General Liability, Business Automobile Liability, Umbrella/Excess Liability, and Workers' Compensation insurance policies have been endorsed with a Waiver of Subrogation in favor of Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Brinkmann Constructors contract with the project owner.

Additionally;

- 1) Proposed material modifications to insurance required under this Section must be received by Design-Builder at least 30 days prior to the effective date of the proposed modifications to such insurance.
- 2) Design-Builder's receipt of any COI, policy endorsements, and/or policies does not relieve Design Professional of any liability or obligations under this subcontract.
- 3) Receipt of the COI does not constitute acceptance of the insurance outlined above.