

**Exhibit B**  
**Insurance Requirements**

**SECTION A.** Prior to the approval of this contract by the Owner, Design/Builder shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to Owner. The insurance shall be evidenced by delivery to the Owner, at the address shown in **REQUIRED PROVISIONS** b.(i), certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, the Owner shall be entitled to receive without expense, copies of the policies and all endorsements. **OWNER HAS NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT OR AGREEMENT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE OWNER** and no officer or employee shall have authority to waive this requirement.

**SECTION B.** The OWNER reserves the right to review the insurance requirements of this section during the effective period of the contract and to modify insurance coverages and their limits when deemed necessary and prudent by Owner's Risk Management Division of the Human Resources Department based upon economic conditions, recommendation of professional insurance advisors, changes in statutory law, court decisions or other relevant factors. The DESIGN/BUILDER agrees to make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either party to the contract or upon the underwriter of any such policy provisions). Upon request by OWNER, DESIGN/BUILDER shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.

**INSURANCE COVERAGE REQUIRED**

**SECTION C.** Subject to DESIGN/BUILDER'S right to maintain reasonable deductibles, DESIGN/BUILDER shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at DESIGN/BUILDER'S sole expense, insurance coverage in the following type(s) and amounts:

1. **Workers' Compensation** with statutory limits; **Employers Liability** with minimum limits for bodily injury: a) by accident, \$100,000 per each accident b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
2. **Commercial General Liability Insurance** including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Design/Builder's (or Subcontractor's) liability for injury to or death of Owner's employees and third parties, and for damage to property of third parties, with a combined bodily injury (including death) and property damage minimum limit of \$500,000 per occurrence, \$1,000,000 general aggregate.

The policy shall include coverage extended to apply to products/completed operations and XCU hazards. The Completed Operations coverage must be maintained for a minimum of one (1) year after final completion and acceptance of the Work, with evidence of same filed with Owner. Owner shall be named as

additional insured using the broadest form of endorsement available, with such status extended to include the extension of the completed operations coverage as described above. The policy shall include Amendment of Aggregate Limits per Project (i.e., Endorsement CG2503) in order to extend the policy's limits specifically to the project in question.

3. **Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.
4. **Professional Liability Insurance** including coverage for the rendering of, or failure to render, professional services with minimum limits of \$2,000,000 each claim, \$2,000,000 project aggregate. This coverage shall be provided on a Design Team Professional Liability Project Specific policy, which will provide coverage for all professionals including, but not limited to, environmental, engineering, architectural, and surveying services. If the DESIGN/BUILDER has higher limits available to them, then the Owner shall inure to the higher limit.
5. **Umbrella Liability Insurance** for an amount of not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate combined limit Bodily Injury (including death) and Property Damage, that follows form and applies in excess of the primary coverage required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.
6. **Builder's Risk Insurance** providing All-Risk/Special Causes of Loss coverage including, but not limited to, Fire, Extended Coverage, Vandalism and Malicious Mischief, Flood (if located in a flood zone) and Theft in an amount equal to one hundred percent (100%) of the guaranteed maximum price of the project in question. The policy shall be written on a Completed Value Form, including materials delivered and labor performed for the project in question. The policy shall be written jointly in the names of the Owner, Design/Builder teams, subcontractors, and sub-subcontractors as their interests may appear. The policy shall have endorsements as follows:
  - a. This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.
  - b. Loss, if any, shall be adjusted with and made payable to the Owner as Trustee for the insureds as their interests may appear.

**NOTE:** If the insurance described in #2, #4 or #5 above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the Owner. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this contract.

## REQUIRED PROVISIONS

The DESIGN/BUILDER agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. The term "Owner" or "City of Dallas" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the Owner and the individual members, employees and agents thereof in their official capacities, while acting on behalf of Owner (the City of Dallas).
- b. Name the Owner as additional insured to all applicable coverages.
- c. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
  - (i) Park and Recreation Department, Attention: Sandra Meador, Contract Compliance, 1500 Marilla, 6F-North, Dallas, Texas 75201 and
  - (ii) Assistant Director, Risk Management Division, Human Resources Department, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- d. Waive subrogation against the Owner, for bodily injury (including death), property damage or any other loss.
- e. Provide that the DESIGN/BUILDER'S insurance is primary insurance as respects the OWNER.
- f. Provide that all provisions of this contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- g. Ensure that all certificates of insurance identify the project in question and name the Owner department shown in **REQUIRED PROVISIONS** c.(i) as the Certificate Holder.

**SECTION D.** (1) Without limiting any of the other obligations or liabilities of the DESIGN/BUILDER, the DESIGN/BUILDER shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the term of the contract, levels of insurance that are necessary and appropriate for the services being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name the DESIGN/BUILDER as an additional insured. (2) The DESIGN/BUILDER shall obtain and monitor the certificates of insurance from each Subcontractor. The DESIGN/BUILDER must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The OWNER shall be entitled, upon request and without expense, to receive copies of these certificates.