

## EXHIBIT H:

### 1.1 INSURANCE

1.1.1 Before commencing its Services and as a condition of payment, Design Professional shall purchase and maintain such insurance as will protect it from claims arising out of the performance of its Services under this Agreement, whether such Services are provided by Design Professional or by any of its consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1.1.2 Design Professional shall maintain in effect all insurance coverage required under this §7.2 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located and which are reasonably satisfactory to Owner:

1.1.2.1 Workers' Compensation and Employers' Liability Insurance in accordance with Laws and wherever Design Professional's Services are being performed. Employers' Liability coverage shall be written with at least the following limits of liability:

- a. \$500,000 bodily injury per accident
- b. \$500,000 bodily injury by disease policy limit
- c. \$500,000 bodily injury by disease per employee

1.1.2.2 Commercial General Liability Insurance, including contractual liability insurance for the liability assumed in §7.1.1, with at least the following limits of liability:

- a. \$1,000,000 per occurrence
- b. \$1,000,000 general aggregate
- c. \$1,000,000 products/completed operations aggregate
- d. \$1,000,000 personal and advertising injury limit

1.1.2.3 Business Automobile Liability Insurance \$1,000,000 per occurrence.

1.1.3 Design Professional shall require its consultants to maintain Business General Liability and Business Automobile Liability coverage with a company satisfactory to Owner and with limits acceptable to Owner.

1.1.4 PROFESSIONAL LIABILITY INSURANCE Design Professional shall maintain Professional Liability Insurance with a company satisfactory to Owner, whose approval shall not be unreasonably withheld, for claims arising from the negligent performance of Services under this Agreement, which shall be either (designate one only):

☐ Practice Policy

☐ Project Specific Coverage

written for not less than \$1,000,000 per claim and in the aggregate with a deductible not to exceed \$5,000. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all Services performed by Design Professional for this Project. If Project Specific Coverage is used, these requirements shall be continued in effect for three (3) year(s) following final payment to Design Professional. The deductible shall be paid by Design Professional.

1.1.5 Consultants retained by Design Professional for this Project shall maintain Professional Liability Insurance with a company and for such amounts as are satisfactory to Owner for claims arising from the negligent performance of its Services, which shall be either (designate one only):

☒ Practice Policy

☐ Project Specific Coverage.

The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all services performed by the consultants for this Project. If Project Specific Coverage is used, these requirements shall be continued in effect for three (3) year(s) following final payment to Design Professional. Deductibles shall be paid by Design Professional.

1.1.6 Design Professional shall furnish to Owner certificates of insurance evidencing the required coverages listed in this section and a copy of its Professional Liability policy. No policy shall be cancelled or modified without thirty (30) Days' prior written notice to Owner. Such requirement for prior written notice does not apply to modifications caused by claims made against the policy. Design Professional and its Professional Liability insurance carrier shall notify Owner within thirty (30) Days of any claims made or loss expenses incurred against the Professional Liability policy. Owner shall have the right to notify directly Design Professional's Professional Liability insurance carrier of a claim against the policy. The Professional Liability policies shall be continued in effect for three (3) year(s) following final payment to Design Professional.

## 1.2 PROPERTY INSURANCE

1.2.1 Owner shall provide, or cause Constructor to provide, property insurance that names Design Professional and its consultants as named additional insureds. Owner shall furnish to Design Professional certificates of insurance evidencing such coverage.