

INSURANCE REQUIREMENTS AND SAMPLE CERTIFICATE

The Consultant shall furnish the following insurance:

1.1. Professional Liability. The Consultant shall obtain and maintain for the benefit of the Project or services under the Owner-Consultant Agreement professional liability insurance, having a minimum limit of \$5,000,000 for each claim, and an aggregate limit of \$10,000,000 for all claims arising out of services performed under this Owner-Consultant Agreement.

1.2. Commercial Liability and Other Insurance. At all times while this Agreement is in effect, Consultant will take out and keep in force at its expense:

1.2.1. Commercial General Liability Insurance, including insurance for completed operations and against assumed or contractual liability of Consultant, with a combined single limit for each occurrence of not less than \$1,000,000 and \$2,000,000 in the aggregate, with respect to claims and damages arising out of bodily injury, sickness, disease, death or property damage.

1.2.2. If and to the extent required by law, worker's compensation or similar insurance in amounts, and in a form, as required by the law of the state where Consultant's employees are employed, or by the state where the services are performed, as may be applicable or required.

1.2.3. Employer's liability insurance with the following minimum limits: \$1,000,000 bodily injury, disease, death, sickness combined single limit for each accident or occurrence.

1.2.4. Automobile liability insurance to insure Consultant for operations of all owned, hired, and non-owned vehicles with limits for each accident of not less than \$1,000,000 combined single limit with respect to bodily injury, death and property damage.

1.2.5. Excess Umbrella Liability Insurance for coverages required in Subparagraphs 1.2.1, 1.2.3 and 1.2.4 above, with an annual aggregate limit of \$2,000,000 excess of \$1,000,000 to provide a total per occurrence liability limit of \$3,000,000.

1.3 Property Insurance Requirement. Builder's Risk coverage is provided under the Owner's comprehensive property program. This coverage provides protection for the Hospital, construction manager, and all levels of subcontractors, as their interest may appear. The Builder's Risk coverage is currently subject to a \$25,000 per occurrence deductible. Consultant shall be responsible for the first \$10,000 of each and every loss related to their Services which is subject to the \$25,000 deductible. Consultant shall maintain "All Risk" property insurance coverage for no less than the full replacement cost value of Consultant's tools and equipment. Owner assumes no responsibility whatsoever for theft or damage sustained to Consultant's personal property.

1.4 Additional Insureds. All insurance required under this **Exhibit C**, with the exception of the insurance required by Paragraph 1.1 and the worker's compensation and employer's liability insurance required by Subparagraphs 1.2.2 and 1.2.3, shall name as additional insureds Owner and its lenders, tenants, property managers, and/or, at the option of Owner, any other designees of Owner. All such insurance shall be primary and noncontributory to other insurance or self-insurance maintained by Owner or any other additional insured.

1.5 Certificates of Insurance. All insurance required under this Owner-Consultant Agreement shall be in a form reasonably acceptable to Owner, and shall be issued by insurers authorized to do business in the state where the Project is located, and with a rating of not less than "A-" and a financial size of not less than Class VII in the most current available Best's Insurance Reports. Prior to commencement of services under the Owner-Consultant Agreement, certificates of insurance reflecting the actual retention of the insurance policies as per attached draft and certificate form by this Article shall be filed with the Owner. Such certificates shall contain a provision that the insurer will give to the first named insured at least thirty (30) days advance written notice of policy cancellation and ten (10) days advance written notice for non-payment of premium. Consultant agrees to provide to Owner thirty (30) days advance written notice of policy cancellation, but in any event, no later than three (3) days following Consultant's receipt of notice of cancellation from Consultant's insurance carrier. The description of services to be provided and the exact location of the Project are to be shown in the appropriate area of the certificate. A sample Certificate of Insurance is provided as part of this **Exhibit D**. Owner's failure to review such certificates of insurance shall impose no liability on Owner nor shall it relieve Consultant of its obligations under this Owner-Consultant Agreement.

1.6 Term of Insurance. The insurance to be obtained hereunder shall remain in effect for a period of two (2) years from the date of final acceptance of the Project or services by the Owner. Consultant shall have the right to change insurance carriers only if such change is without prejudice to any claim (asserted or unasserted) of Owner, and same is confirmed in writing to Owner by the new insurance carrier, and if Consultant shall have delivered a certified copy of such proposed replacement insurance certificate to Owner at least thirty (30) days prior to the expiration date of Consultant's insurance policy then in effect. If the terms of coverage (other than limits as set forth above) of such policies are reasonably unacceptable to Owner, Consultant shall at Owner's request and expense revise its coverage or obtain additional coverage as Owner may deem appropriate.

1.7 Waiver of Subrogation. Owner and Consultant hereby waive rights of subrogation against each other and each other's employees, agents, affiliates, consultants and contractors to the extent such claims are covered by insurance provided under this Owner-Consultant Agreement by either party, provided, however, that no such waiver shall apply to claims arising out of, or related to, alleged professional negligence on the part of Consultant. Consultant shall require similar waivers from its contractors, consultants and agents.

SAMPLE CERTIFICATE OF INSURANCE

ACORD™		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YY) 01/01/2014				
PRODUCER Your Agent or broker Address City, State, Zip Phone Number SAMPLE CERTIFICATE - FORM 902		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVERTS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.							
		COMPANIES AFFORDING COVERAGE							
		COMPANY A	XYZ Insurance Company						
		COMPANY B							
		COMPANY C							
		COMPANY D							
INSURED CONSULTANT ADDRESS CITY, STATE ZIP									
COVERAGES									
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS				
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT. <input checked="" type="checkbox"/> EXPLOSION, COLLAPSE & UNDERGROUND GEN'L. AGGREGATE LIMIT APPLIES PER: Policy _____ Project _____ LOC. _____	XXXXXXX	01/01/2014	01/01/2015	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____	XXXXXXX	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per ACCIDENT) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$				
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	XXXXXXX	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$				
A	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> THE PROPRIETOR <input checked="" type="checkbox"/> PARTNERS/EXECUTIVE INCL. <u> X </u> <input checked="" type="checkbox"/> OFFICERS ARE: EXCL. <u> </u>	XXXXXXX	01/01/2014	01/01/2015	<table border="1"> <tr> <td>WE STATU-TORY</td> <td>OTH-ER</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EA EMPLOYEE \$ 1,000,000	WE STATU-TORY	OTH-ER	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WE STATU-TORY	OTH-ER								
<input checked="" type="checkbox"/>	<input type="checkbox"/>								
A	OTHER Professional Liability	XXXXXXX	01/01/2014	01/01/2015	PER CLAIM \$2,000,000 AGGREGATE \$2,000,000				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Project Name, City & State IDI, Owner, its Lender, Property Manager and Tenant (if any) are included as Additional Insureds on the Consultant's General Liability, Automobile Liability, and Umbrella Liability policies on a primary and non-contributory basis. A waiver of subrogation applies in favor of IDI and Owner on the Consultant's General Liability, Automobile Liability, Workers' Compensation, and Umbrella Liability policies.									
CERTIFICATE HOLDER Owner Entity c/o Industrial Developments International, LLC Region Office Address		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u> 30 </u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.							
		AUTHORIZED REPRESENTATIVE <i>Signature of Agent/Broker</i>							
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