

# EXHIBIT C

## MINIMUM INSURANCE REQUIREMENTS

Design-Builder, from the time of commencement of Services until one year after completion of Services, shall provide and maintain in force with responsible companies with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger and licensed by the North Carolina Insurance Commissioner to transact the business of insurance in the State of North Carolina for the applicable line of insurance, the following minimum insurance coverage:

### 1.0 Professional Liability Insurance

Errors and Omissions Professional Liability Insurance having minimum limits of \$5,000,000 per claim and \$10,000,000 in the aggregate. Owner shall be named as an intended third-party beneficiary to Design-Builder's Contract with any Architect, Engineer or other design professional.

### 2.0 Commercial General Liability Insurance

Occurrence form including premises and operations coverage, products and completed operations coverage, coverage for independent contractors, personal injury coverage and blanket contractual liability.

#### Limits of Liability

Bodily Injury/Property Damage Liability	\$1,000,000
Personal Injury Liability	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000

#### Coverage must include:

- 2.1 Policy to be endorsed to provide policy limits "per project".
- 2.2 Policy must name Owner as an additional insured.
- 2.3 Policy must be endorsed to provide a 30-day notice of cancellation.
- 2.4 There shall be no endorsement or modification of coverage for liability due to "explosion", "collapse" or "underground property damage".

### 3.0 Worker's Compensation

#### Limits of Liability

Worker's Compensation	statutory
Employer's Liability	
Each accident	\$1,000,000
Policy Limit – Disease	\$1,000,000
Each Employee – Disease	\$1,000,000

Coverage Must Include

- 3.1 Coverage for all states in which operations are conducted.
- 3.2 Policy must be endorsed to provide a 30-day notice of cancellation.

4.0 Business Automobile Liability

(Owned, non-owned, and hired vehicles on an occurrence basis)

Limits of Liability

Combined Single Limit (BI & PD) \$1,000,000 per accident

Coverage must include:

- 4.1 Policy must be endorsed to provide a 30-day notice of cancellation or substantial change to Owner.
- 4.2 Policy must name Owner as an additional insured.

5.0 Property Insurance (Builder’s Risk/Installation Floater)

- 5.1 The Design-Builder shall ensure that it and all Principal Trade and Specialty Contractors shall purchase and maintain property insurance during the life of this contract, upon the entire work at the site to the full insurable value thereof.
- 5.2 This insurance shall include the interests of the Owner, the Design-Builder, and subcontractors in the work and shall insure against the perils of fire, extended coverage, and vandalism and malicious mischief.
- 5.3 If the Owner is damaged by failure of the Design-Builder to purchase or maintain such insurance, then the Design-Builder shall bear all reasonable costs properly attributable thereto.
- 5.4 The Design-Builder shall affect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

6.0 Umbrella Insurance

Limits of Liability

Annual aggregate \$25,000,000  
Per Occurrence Limit \$25,000,000

Coverage must include:

- 6.1 Coverage must be “following form” coverage for all underlying coverages set forth above.
- 6.2 Policy must be endorsed to provide a 30-day notice of cancellation or substantial change to Owner.

6.2 Policy must name Owner as an additional insured.

7.0 Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Design-Builder.

8.0 Waiver of Subrogation:

Design-Builder waives all right of recovery of damage against Owner, its agents and employees to the extent covered by insurance, and Design-Builder shall obtain from its insurers a waiver of subrogation against Owner and its agents and employees for all insurance coverage except Worker's Compensation and Professional Liability.

9.0 Consultants and Subcontractors

Unless otherwise approved by Owner, Design-Builder shall require all of its design consultants and/or subcontractors to provide insurance adequate to cover the typical risks for such consultant or subcontractor. Any deficiency in the coverage or policy limits of the consultants and/or Subcontractor will be the sole responsibility of Design-Builder.

10.0 The insurance provisions set out above in no way affect, reduce or limit the liability of Design-Builder as stated elsewhere in this Agreement.

11.0 Miscellaneous

11.1 The Commercial General Liability and Umbrella Excess Liability policies shall cover the contractual liability assumed by Design-Builder under the Design-Build Documents. The Commercial General and Umbrella Excess Liability policies shall include endorsements naming the Owner and their officers, members, agents and employees, as additional insureds. The policies of the Design-Builder shall be primary and non-contributing with any insurance carried by Owner.

11.2 The Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Commercial Umbrella Excess Liability Insurance shall provide coverage for the Design-Builder and its representatives who may be engaged in performing any of the work, services or activities in connection with the Project.

12.0 Certificates of Insurance:

Before commencing performance of the Services, Design-Builder and its consultants and/or subcontractors must furnish certificate(s) of insurance evidencing:

12.1 Insurance coverage acceptable to Owner.

12.2 Effective expiration dates of policies.

- 12.3 Owner must be given thirty (30) days written notice of all cancellation, non-renewable, or material changes in policy.
- 12.4 A waiver of subrogation endorsement has been attached to all policies.
- 12.5 Any deductible and/or self-insured retention.
- 12.6 Any exclusions to the policy which are not part of the standard form.
- 12.7 Certificate of Insurance title block format is as follows:

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