1.1.4 The CM/GC Contract’s General Requirements.
A copy of the General Requirements to the CM/GC Contract is attached hereto as Exhibit E and is incorporated herein by reference. If the Owner approves the issuance of Component Change Orders to the CM/GC, the Design Professional shall perform the Construction Contract Administration duties in this Contract and all of the duties of the Design Professional called for in the CM/GC General Requirements. Specific attention is directed to the definitions and concepts of project completion as set forth in Section 3, Part 10, of the General Requirements. The CM/GC General Requirements, including all definitions therein, are expressly adopted and incorporated into this Contract.

1.1.5 Insurance.

1.1.5.1 Insurance Provisions. From insurers authorized to provide the required insurance in Georgia, the Design Professional shall provide the following kinds of insurance in the minimum amount of coverage set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all operations carried on and any and all work performed by the Design Professional under this Contract. Within ten (10) calendar days after execution of the Contract and during the entire period of the Design Professional’s responsibility under the Contract, the Design Professional shall maintain professional liability insurance for claims arising from the negligent performance of professional services under this contract as provided herein. The Design Professional shall file with the Owner a certificate of insurance from an insurance company rated at least A- by Best’s and licensed to do business in the State of Georgia showing evidence of insurance as follows:

1.1.5.1.1 Worker’s Compensation and Employer’s Liability. Statutory coverage; Employer’s liability in the minimum amount of $1,000,000 per occurrence;

1.1.5.1.2 Commercial General Liability Insurance. Commercial General Liability Insurance of at least $1,000,000 per occurrence, including Automobile Comprehensive Liability Coverage to cover vehicles, owned, leased or rented by Design Professional. The Design Professional shall require its consultants to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above. The Commercial General Liability policy shall name the Owner and Using Agency as additional insureds.

1.1.5.1.3 Professional Liability (Errors and Omissions) Insurance. Limits shall not be less than the following:

(a) For Projects with a budgeted construction cost of more than $30,000,000:
   i. For Design Professionals – $3,000,000 per claim and $4,000,000 in aggregate coverage;
   ii. For Subconsultant Engineers and Architects – $2,000,000 per claim and $3,000,000 in aggregate coverage;
   iii. For Other Consultants – $1,000,000 per claim and $2,000,000 in aggregate coverage.

(b) For Projects with a budgeted construction cost of $20,000,000 up to $30,000,000:
   i. For Design Professionals – $2,000,000 per claim and $3,000,000 in aggregate coverage;
   ii. For Subconsultant Engineers and Architects – $1,000,000 per claim and $2,000,000 in aggregate coverage;
   iii. For Other Consultants – $1,000,000 per claim and $1,000,000 in aggregate coverage.

(c) For Projects with a budgeted construction cost of less than $20,000,000:
   i. For Design Professionals – $1,000,000 per claim and $1,000,000 in aggregate coverage;
   ii. For Subconsultant Engineers and Architects – $1,000,000 per claim and $1,000,000 in aggregate coverage;
   iii. For Other Consultants – $1,000,000 per claim and $1,000,000 in aggregate coverage.

(d) The Design Professional shall maintain professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed by the Design Professional for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following the issuance of the Certificate of Final Completion for the Project.
1.1.5.1.4 Maximum Deductible. No policies shall specify a deductible of more than $100,000 per claim. If demanded in writing by the insurer and with the Owner’s approval, the deductible limit may be increased to an amount not in excess of the limit established for Design Professionals under the usual deductible guidelines of the insurer.

1.1.5.1.5 Insurer’s Endorsement. Each certificate of insurance shall bear an endorsement in words exactly as follows:

Insurer agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty calendar days (ten calendar days for nonpayment of premium) after written notice by United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the party to be notified at such party’s address as follows:

Board of Regents of the University System of Georgia, Owner
270 Washington Street, SW, 6th Floor
Atlanta, Georgia 30334
Attn: Director of Contracts & Services

1.1.5.2 Insurance Premiums and Deductibles. The Design Professional shall pay the insurance premiums. If additional insurance coverage is required, an amendment to this Contract shall be executed and the additional cost of the insurance shall be paid by the Owner as a reimbursable cost. All deductibles shall be paid by the Design Professional.

1.1.5.3 Waiver of Subrogation. There is no waiver of subrogation rights by either party with respect to insurance.

1.1.6 Meaning of Terms.

1.1.6.1 Meaning of Terms. Unless specifically defined herein, terms used in this Contract and its General Requirements shall have the same meaning as in common usage and defined in a standard dictionary.

1.1.6.2 Other Defined Terms. Terms defined in other documents associated with this Project, including the Program, the Contract Documents and the CM/GC General Requirements, and CM/GC Supplementary General Requirements, and any program management contract for the management of this Project, shall have the same meaning in this Contract unless such meaning is in conflict with the meaning defined herein.

1.1.6.3 Defined Terms.

1.1.6.3.1 Construction Contract Administration. See Section 2, Part 2.

1.1.6.3.2 Construction Documents. See Section 2, Part 1, Article 2.1.6.

1.1.6.3.3 Design Coordination Meetings. A meeting between the Design Professional or Design Professional’s consultant and the Using Agency and/or Owner, inclusive of all travel time, professional time, documentation time, travel expenses, meals, lodging, and incidental expenses, during the performance of basic design services, to review the design for validation, for constructability and for value engineering. Meetings shall be accounted in half-day increments (i.e., 0 to 4 hours expended in a single day equal one-half meeting; 4 to 8 hours equal one meeting). (See also Article 1.2.6 and 2.1.10 below.)

1.1.6.3.4 General Requirements (also CM/GC Contract’s General Requirements). This portion of the Construction Documents deals with the general requirements of the construction process. See also Section 1, Part 1, Article 1.1.4.

1.1.6.3.5 Design Development Documents. See Section 2, Part 1, Article 2.1.5.

1.1.6.3.6 Project Development File. This document includes the Program site analysis and other appropriate studies that provide essential information including Statements of Probable Construction Cost, to support and advance the decision-making process prior to the design and implementation phases of the project.