

C. UPON TERMINATION of AGREEMENT

Should the Agreement be terminated upon completion of Services A, B, and C, the Architect shall, deliver the sealed final Drawings and Specifications to the Owner in accordance with Article 9. Upon making final payment to the Architect in accordance with Article 9, the Owner shall be entitled to use the Drawings and Specifications, for the construction of all or part of the entire Project as planned and specified without further payment to the Architect. However, the Owner is not authorized to use the Drawings and Specifications for construction that is not administered by an Alabama registered architect.

D. ELECTRONIC DOCUMENTS

The Architect shall not be required to provide Drawings, Specifications, or other documents to the Owner in electronic form nor shall the Owner be required to provide preparatory drawings or information to the Architect in electronic form unless the specific conditions governing the format of the electronic documents, any special limitations or licenses that may apply to their use, and the terms of compensation, if any, are established in the Special Provisions of the Agreement or an amendment to the Agreement.

Article 13
ARCHITECT'S INSURANCE

Prior to performing any services under this Agreement, the Architect shall procure the insurance coverages identified below at the Architect's own expense. In order to evidence that such insurance coverages are in effect, the Architect shall furnish as an attachment to the Agreement an insurance certificate(s) acceptable to the Owner and listing the Owner as the certificate holder.

A. POLICY PROVIDERS

Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class V or larger.

B. NOTIFICATION ENDORSEMENT

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the Owner has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for herein shall have been received, accepted and acknowledged by the Owner. Such notice shall be valid only as to the project as shall have been designated by Project Name and Number in said notice.

C. INSURANCE CERTIFICATES

Insurance certificate must provide the following information

- (1) Name and address of authorized agent of the insurance company
- (2) Name and address of insured
- (3) Name of insurance company or companies
- (4) Description of policies
- (5) Policy Number(s)
- (6) Policy Period(s)
- (7) Limits of liability
- (8) Name and address of Owner as certificate holder
- (9) Project Name and Number, if any
- (10) Signature of authorized agent of the insurance company
- (11) Telephone number of authorized agent of the insurance company
- (12) Mandatory thirty day notice of cancellation / non-renewal / change

D. ARCHITECT'S INSURANCE COVERAGES

Unless otherwise provided in the Special Provisions of the Agreement, the Architect shall purchase the types of insurance coverages with liability limits not less than as follows:

(1) **Workers' Compensation** coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Architect qualifies to pay its own worker's compensation claims.

- (2) **Employer's Liability Insurance** limits shall be at least:
- (a) Bodily Injury by Accident - \$1,000,000 each accident
 - (b) Bodily Injury by Disease - \$1,000,000 each employee

(3) **Commercial General Liability Insurance**, written on an ISO Occurrence Form (current edition as of the date of this Agreement) or equivalent, which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury liability and contractual liability.

(a) The Commercial General Liability Insurance shall provide, at minimum, the following limits:

Coverage	Limit
.1 General Aggregate	\$ 2,000,000.00
.2 Products, Completed Operations Aggregate	\$ 2,000,000.00
.3 Personal and Advertising Injury	\$ 1,000,000.00 per Occurrence
.4 Each Occurrence	\$ 1,000,000.00

(b) The Commercial General Liability Insurance policy shall name the Owner and its agents and employees as additional insureds and shall state that this coverage shall be primary insurance for the additional insureds.

(4) **Commercial Business Automobile Liability Insurance** which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired

automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence and shall name the Owner, Alabama Division of Construction Management, State Department of Education (if applicable), and their agents, consultants and employees as additional insureds.

(5) Professional Liability (Errors & Omissions) Insurance shall be carried in an amount not less than \$1,000,000. The policy deductible shall not exceed \$25,000.00.

E. ARCHITECT'S CONSULTANTS' INSURANCE COVERAGES

(1) Workers' Compensation and Employer's Liability Insurance. The Architect shall require each of its consultants who will perform services at the Project site to obtain and maintain Workers' Compensation and Employer's Liability Insurance coverages as described in preceding Paragraph D.

(2) Automobile and General Liability Insurance. The Architect shall require each of its consultants who will perform services at the Project site to obtain and maintain Automobile and General Liability, Insurance coverages with the limits described in preceding Paragraph D.

(3) Professional Liability Insurance. The Architect shall require each of its consultants to obtain and maintain Professional Liability Insurance with coverage as described in preceding Paragraph D.

(4) Enforcement Responsibility. The Architect shall have responsibility to enforce its consultants' compliance with these insurance requirements; however, the Architect shall, upon request, provide the Owner acceptable evidence of insurance for any consultant.

F. TERMINATION of OBLIGATION to INSURE

Unless otherwise expressly provided in the Special Provisions of the Agreement, the obligation of the Architect and its consultants to insure as provided herein shall continue as follows:

(1) Professional Liability (Errors & Omissions) Insurance shall be carried for two years after the last Date of Substantial Completion of the Construction Contract(s).

(2) Other Insurance. The obligation to carry the other insurance coverages of preceding Paragraph D or coverages equal to them, shall remain in effect after the last Date of Substantial Completion of the Construction Contract at any time the Architect, its consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, returns to the Project to perform services required of this Agreement.

G. WAIVERS of SUBROGATION

To the extent that loss or damage is covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to proceeds of such insurance held by the Owner, Architect, or Contractor as fiduciary. The Owner or Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. This waiver shall not be applicable to loss or damage that occurs after final acceptance of the Work