

Cape Elizabeth School Systems Program

ATTACHMENT B – DESIGNER INSURANCE REQUIREMENTS

- i. The Consultant shall provide, with each original of this signed Agreement, an insurance certificate or certificates issued by companies acceptable to the Owner. The Consultant shall submit insurance certificates to the Owner at the commencement of this Agreement and at policy renewal or revision dates. The certificates shall identify the project name and project number and shall name the Owner as certificate holder. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least ten days prior written notice by registered letter has been given to the Owner.
- ii. The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Consultant. The Consultant is responsible for the existence, extent and adequacy of insurance prior to signing this Agreement.
- iii. The Consultant shall procure and maintain primary insurance for the duration of the Project and, if written on a Claims-Made basis, shall also procure and maintain Extended Reporting Period (ERP) insurance for the period of time that any claims could be brought (see Maine Limitation of Actions statute (14 M.R.S. §752-A)). The Consultant shall ensure that all Subconsultants they engage or employ will procure and maintain similar insurance in form and amount acceptable to the Owner. At a minimum, the insurance shall be of the types and limits set forth herein protecting the Consultant from claims which may result from the Consultant's execution of the Work, whether such execution be by the Consultant or by those employed by the Consultant or by those for whose acts they may be liable. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.
- iv. The Consultant shall have Workers' Compensation insurance for all employees on the Project site in accordance with the statutory workers' compensation law of the State of Maine. Minimum acceptable limits for Employer's Liability are:
 - Bodily Injury by Accident \$500,000
 - Bodily Injury by Disease \$500,000 Each Employee
 - Bodily Injury by Disease \$500,000 Policy Limit
- v. The Consultant shall have Commercial General Liability insurance providing coverage for bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. Minimum acceptable limits are:
 - General aggregate limit \$2,000,000
 - Products and completed operations aggregate \$1,000,000
 - Each occurrence limit \$1,000,000
 - Personal injury aggregate \$1,000,000
- vi. The Consultant shall have Automobile Liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. The minimum acceptable limit is:
 - Any one accident or loss \$1,000,000
- vii. The Consultant shall have Professional Liability insurance against claims arising out of all negligent acts, errors or omissions of the Consultant in rendering or failing to render professional services related to the Project. Minimum acceptable limits are:
 - Each claim \$1,000,000