

# **ATTACHMENT E**

## **UMMS INSURANCE REQUIREMENTS ARCHITECT & ENGINEER**

***A current Certificate of Insurance MUST be submitted with your Bid Proposal or at the time of an award. A contract will not be issued unless proof of the minimum required insurance levels are met.***

***Architect & Engineer requests for exceptions to the Minimum Insurance Requirements may be considered on an individual basis. The Medical Center, in consultation with the Office of Risk Management, retains the sole and final decision making authority regarding exceptions to the Minimum Insurance Requirements. In the event that certain insurance requirements are waived, no work can commence, or will a contract be issued, unless and until the Medical System has proof of basic Workers' Compensation and Employers' Liability and General Liability Insurance coverages.***

### **Architect & Engineer Insurance Requirements:**

#### **A. Workers' Compensation and Employers' Liability Insurance:**

Workers' Compensation -	Statutory	
Employers' Liability -	each employee	\$1,000,000 Bodily Injury by accident
	each employee	\$1,000,000 Bodily Injury by disease
	policy limit	\$1,000,000 Bodily Injury by disease

#### **B. Commercial General Liability Insurance** written on an occurrence form, with minimum limits of coverage of:

\$3,000,000	general aggregate
\$1,000,000	each occurrence
\$1,000,000	Bodily Injury and Property damage each occurrence
\$1,000,000	personal injury and advertising injury each occurrence
\$1,000,000	products/completed operations

#### **C. Business Automobile Liability Insurance** with combined single limit of \$1,000,000.

#### **D. Architect's & Engineer's Professional Liability Insurance** coverage with minimum limits \$1,000,000 per occurrence and \$3,000,000 annual aggregate to be maintained for a minimum period of at least three years from the termination date of the agreement.

#### **E. Umbrella Liability Insurance** on an occurrence form with minimum limits of \$10,000,000 per occurrence and aggregate.

#### **F.** Architect/Engineer shall be named insured and **University of Maryland Medical System (UMMS)** shall be named as an additional insured on each of said policies of insurance (excepting Workers' Compensation) which includes a thirty (30) day notice of cancellation endorsement. Architect/Engineer shall notify UMMS in writing at least thirty (30) days prior to any changes or cancellations of said policies.

#### **G.** Architect/Engineer shall provide Certificate(s) of Insurance, evidencing said coverages at execution of the Agreement, and annually thereafter. The certificate evidencing the amount and type of insurance must be sent to the UMMS contact within five (5) days of the Notice to Proceed.

#### **H.** In the event the Architect/Engineer fails to maintain and keep in force insurance requirements as herein provided, UMMS shall have the right to cancel and terminate the contract.

#### **I.** The insurance requirements contained herein are not subject to changes in, or modifications of, coverages, forms and/or limits without prior approval by UMMS.

#### **J.** All insurance policies required shall be issued by companies who hold a current policyholder's alphabet and financial size category rating of not less than an A-(X) according to Best's insurance reports.

- K. Insurance shall be at the sole expense of the Architect, and shall continue during the term of any resulting Contract.
- L. Architect/Engineer shall include all subconsultants/subcontractors as insured under its policies or shall be responsible of verifying and maintaining the Certificate(s) of Insurance provided by each subcontractor. Subcontractors shall be subject to all requirements stated herein.

*For third parties using programs of self-insurance to meet these recommendations, UMMS reserves the right to require at the time of agreement execution/renewal a statement, verified by an independent auditor or actuary, that reserve funding levels and process of funding appears adequate to meet the requirements set forth in this agreement and fairly represents the financial condition of the fund.*

END OF SECTION