



MAINE DEPARTMENT OF TRANSPORTATION  
Contract Procurement Office

Modification to Consultant General Conditions  
Dated January 1, 2009

Amendment #1

Effective April 11, 2012 the Maine Department of Transportation is modifying the paragraph titled "Procured Insurance", in the section titled "Indemnity, Insurance Waiver of Subrogation" in its Consultant General Conditions as follows:

Delete the following sentences: ***"The maximum deductible for any type of insurance required shall not exceed \$10,000.00. However, the Department, at the request of the Consultant, may increase the maximum deductible upon a showing of sufficient assets as determined by the Department."***

A handwritten signature in blue ink that reads "Debora B. Farrell".

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Debora B. Farrell  
Director, Contract Procurement Office

**Maine Department of Transportation**  
(Department)

**Insurance Requirements**

**Procured Insurance**

All insurance coverage must be provided by an insurance company or companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance. Consultant and Sub-consultant(s) shall pay all premiums and take all other actions necessary to keep required insurances in effect during such times as Contract obligations exist. Certificates of Insurance shall be provided to the Contract Procurement Office (CPO) upon execution of a Contract and on an annual basis thereafter. ~~The maximum deductible for any type of insurance required shall not exceed \$10,000.00. However, the Department, at the request of the Consultant, may increase the maximum deductible upon a showing of sufficient assets as determined by the Department.~~ A Consultant may request a waiver for insurances that may not be applicable for the work to be performed; these requests shall be submitted to the CPO using the Department's Request for Insurance Waiver Form.

**Comment [01]:** Deleted effective 4/11/12 by Amendment #1 to Consultant General Conditions

**Additional Insured**

The Department shall be listed as an additional insured on Commercial General Liability and Railroad Protective Liability insurance policies carried by the Consultant that are applicable to the Project.

**Certificates of Insurance to Department**

Consultant shall deliver to CPO signed, valid, and enforceable certificates of insurance proving the coverage required by this agreement, the Contract. Such certificates shall be furnished prior to commencement of Consultant services and whenever said policies are renewed thereafter during the period of the Contract.

**Commercial General Liability Insurance**

The Consultant and Sub-consultant(s) shall purchase and maintain a policy of Commercial General Liability or other coverage affording equal or greater protection as determined by the Department, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such policy shall include products and completed operations as well as contractual liability coverage.

When the work to be performed entails the use of barges, tug boats, work boats, supply boats, etc., Protection and Indemnity coverage shall be provided at the limits called for under Commercial General Liability insurance.

**Professional Liability**

The Consultant and Sub-consultant(s) shall purchase and maintain a Professional Liability insurance policy for errors and omissions that provides minimum liability coverage of \$1,000,000.00 per claim and annual aggregate. This policy shall cover negligent acts, errors or omissions by the Consultant and Sub-consultant(s) engaged by Consultant and other any person or entity for whom the Consultant is legally liable arising out of the rendition of services pursuant to the Contract. The Department reserves the right to adjust liability coverage on a project-by-project basis as it deems appropriate.

**Automobile Liability**

The Consultant and Sub-consultant(s) shall carry Automobile Liability insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with the project. The limit of liability under this section shall be \$1,000,000 per

occurrence.

**Workers' Compensation Insurance**

Consultant and Sub-consultant(s) shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the State of Maine. When maritime exposures exist, coverage should be arranged to include United States Long Shore and Harbor Workers coverage.

**When Required:**

**Pollution Liability**

In the event that any disruption, handling, abatement, remediation, encapsulation, removal, transport, or disposal of contaminated or hazardous material is required, the Consultant or its Sub-consultant shall secure a pollution liability policy in addition to any other coverages required. The insurance shall be provided on an occurrence based policy and shall remain in effect for the duration of the Project. Minimum acceptable limit is \$1,000,000 per occurrence.

**Railroad Protective Liability**

When working adjacent to a railroad, the Consultant and its Sub-consultants shall carry Railroad Protective Liability Insurance, as required by the Railroad.