

Charlotte Mecklenburg Board of Education
Contract Insurance Guidelines
As of 3/31/2011

INSURANCE: Throughout the term of this contract, the contractor and any of his subcontractors will comply with the insurance requirements described in this section. In the event that the contractor fails to maintain required insurance, Charlotte Mecklenburg Board of Education (herein referred to as CMBE) shall be entitled to terminate or suspend the contract immediately.

The contractor agrees to purchase and maintain the following insurance coverage during the life of the contract:

A) Automobile Liability

Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit each occurrence for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.

B) Commercial General Liability

Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.

C) Workers' Compensation

Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

CMBE shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this agreement.

The Certificate Holder's Address should read:

The Charlotte Mecklenburg Board of Education P.O. Box 30035, Charlotte, NC 28230-0035

CMBE shall be a designated insured under the auto liability

The contractor shall not commence any work in connection with the resulting contract until it has obtained all of the types of insurance set forth in this section and furnished the project manager with proof of insurance coverage by certificates of insurance accompanying the contract. The contractor shall be responsible for notifying CMBE of any material changes (including renewals) to or cancellation of the insurance coverages required above. Notice to CMBE must be completed in writing within 48 hours of the changes.

The contractor shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.

All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. If any of the coverage conditions are met by a program of self-insurance, the contractor must submit evidence of the right to self-insure as provided by the State of North Carolina.

CMBE shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the contractor and/or subcontractor.

The contractor's insurance shall be primary of any self-funding and/or insurance otherwise carried by CMBE for all loss or damages arising from the contractor's operations under this agreement. The contractor and each of its subcontractors shall and does waive all rights of subrogation against CMBE and each of the Indemnitees.