



# 1150 Credentials and Insurance Requirements

**TABLE 1: DCS Professional and Business Credentials**

	<b>Submit This Type Of Professional License(s) From The Connecticut Department Of Consumer Protection</b>	<b>Submit This Type Of Certification From The Connecticut Secretary Of State</b>	
<b>Architecture Only</b>	<b>Corporation</b>	1. Firm License. 2. Licenses for the named principal in charge and the named project manager.	Certificate of Legal Existence
	<b>Professional Corporation</b>	1. Firm License. 2. Licenses for the named principal in charge and the named project manager.	Certificate of Legal Existence
	<b>Limited Liability Company</b>	1. Licenses for the named principal in charge and the named project manager.	Certificate of Legal Existence
	<b>Partnership</b>	1. Licenses for the named principal in charge and the named project manager.	Certificate of Legal Existence if the partnership is a limited liability partnership or a limited partnership.
	<b>Sole Proprietor</b>	1. Licenses for the named principal in charge and the named project manager.	None
<b>Engineering Only</b>	<b>Corporation</b>	1. Firm License. 2. Licenses for the named principal in charge and the named project manager.	Certificate of Legal Existence
	<b>Professional Corporation</b>	1. Firm License. 2. Licenses for the named principal in charge and the named project manager.	Certificate of Legal Existence
	<b>Limited Liability Company</b>	1. Certificate of Registration for firm. 2. Licenses for the named principal in charge and the named project manager.	Certificate of Legal Existence
	<b>Partnership</b>	1. Licenses for the named principal in charge and the named project manager.	Certificate of Legal Existence if the partnership is a limited liability partnership or a limited partnership.
	<b>Sole Proprietor</b>	1. Licenses for the named principal in charge and the named project manager.	None



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If Your Firm Is This Type Of Practice.	Submit This Type Of Professional License(s) From The Connecticut Department Of Consumer Protection	Submit This Type Of Certification From The Connecticut Secretary Of State
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<b>Land Surveying Only</b>	<b>Corporation</b>	<ol style="list-style-type: none"> <li>1. Firm License.</li> <li>2. Licenses for the named principal in charge and named project manager.</li> </ol>	Certificate of Legal Existence
	<b>Professional Corporation</b>	<ol style="list-style-type: none"> <li>1. Firm License.</li> <li>2. Licenses for the named principal in charge and named project manager.</li> </ol>	Certificate of Legal Existence
	<b>Limited Liability Company</b>	<ol style="list-style-type: none"> <li>1. Certificate of Registration for firm.</li> <li>2. Licenses for the named principal in charge and named project manager.</li> </ol>	Certificate of Legal Existence
	<b>Partnership</b>	<ol style="list-style-type: none"> <li>1. Licenses for the named principal in charge and named project manager.</li> </ol>	Certificate of Legal Existence if the partnership is a limited liability partnership or a limited partnership
	<b>Sole Proprietor</b>	<ol style="list-style-type: none"> <li>1. Licenses for the named principal in charge and the named project manager.</li> </ol>	None

<b>Any Combination of Architecture, Engineering and Land Surveying</b>	<b>Corporation</b>	<ol style="list-style-type: none"> <li>1. Firm License for all firm disciplines.</li> <li>2. Licenses for the named principal in charge and named project manager.</li> </ol>	Certificate of Legal Existence
	<b>Professional Corporation</b>	<ol style="list-style-type: none"> <li>1. Firm License for all firm disciplines.</li> <li>2. Licenses for the named principal in charge and named project manager.</li> </ol>	Certificate of Legal Existence
	<b>Limited Liability Company</b>	<ol style="list-style-type: none"> <li>1. Joint Certificate of Registration for firm.</li> <li>2. Licenses for the named principal in charge and named project manager.</li> </ol>	Certificate of Legal Existence
	<b>Corporation</b>	<ol style="list-style-type: none"> <li>1. Joint Certificate of Registration for firm.</li> <li>2. Licenses for the named principal in charge and named project manager.</li> </ol>	Certificate of Legal Existence
	<b>Partnership</b>	<ol style="list-style-type: none"> <li>1. Licenses for the named principal in charge and named project manager.</li> </ol>	Certificate of Legal Existence if the partnership is a limited liability partnership or a limited partnership
	<b>Sole Proprietor</b>	<ol style="list-style-type: none"> <li>1. Licenses for the named principal in charge and the named project manager.</li> </ol>	None



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## TABLE 1 NOTES:

### 1. Professional Licensure References:

One (1) copy of each professional license(s) as required by Title 20 of the Connecticut General Statutes and the CT Department of Consumer Protection.

1. See Sec. 20-289 C.G.S. for licensing requirements for architects.
2. See Sec. 20-298a. C.G.S. for licensing requirements for practices by partnerships for architects and professional engineers.
3. See Sec. 20-298b. C.G.S. for licensing requirements for architecture by corporations.
4. See Sec. 20-306a. C.G.S. for licensing requirements for engineering or land surveying by a corporation or limited liability company.
5. See Sec. 20-306b. C.G.S. for licensing requirements for the formation of corporation or limited liability company for joint practice by one or more architects, each of whom is licensed under the provisions of chapter 390, one or more professional engineers or one or more land surveyors each of whom is licensed under the provisions of this chapter.

### 2. Joint Ventures:

Each member of the joint venture must provide the appropriate "Certification of Legal Existence" from the Connecticut Secretary Of The State required for that entity type. Consult chart above.

*Example: if the joint venture practicing architecture consists of a corporation and a partnership, according to the chart the corporation must provide a Certificate of Authorization, but the partnership does not.*

### 3. Out Of State Firms:

In addition to the requirements set forth in the chart, an out of state firm that is selected for a contract must produce a good standing certificate from the home state and a copy of its filing with the Connecticut Secretary of State's office evidencing the appointment of agent for service of process in Connecticut.

### 4. Prime Consulting Firms:

The prime consulting firm is responsible for ensuring that all subconsultants have complied with Connecticut statutes and regulations regarding:

- 3.1 Professional licenses issued by the Connecticut Department of Consumer Protection and
- 3.2 Certificate of Legal Existence issued by the Connecticut Secretary of State.

**The sub-consultant material is not submitted to DCS.**

### 4. Interior Designers:

The individual must have a Certificate of Registration from Connecticut Department of Consumer Protection as an interior designer or have an architect's Certificate of Authorization from Connecticut Department of Consumer Protection.

### 5. Others not Licensed:

If the Connecticut General Statutes and the CT Department of Consumer Protection does not require a professional license for the services provided by this contract then submit a statement behind the Division 4 – Professional and Business Credentials tab stating "a professional license is not required by the State of Connecticut".



# 1150 Credentials and Insurance Requirements

**Table 2 - CT Consultant Insurance Requirements**

All Prime Consultants under contract with the DCS are required to carry the below noted insurance coverage. The **QBS Submittal Booklet** shall confirm that the submitting firm understands the following insurance requirements via the **Division 4 – Conditional Selection Document Requirements** sign off. The required insurance certificates indicating the noted minimum coverage limits shall be submitted to DCS within **fourteen (14) days** of the firm’s notification of conditional selection in an **“Insurance Verification Package”** described below.

Please be aware that the insurance coverage requirements information is advisory in nature and may change prior to the contract signing date. Also, specific projects may have special or higher insurance requirements that will be defined following the conditional selection.

**NOTE:** There is a new requirement regarding **commercial general liability (CGL) insurance:** The CT Attorney General’s Office now requires all selected firms to provide an endorsement to the CGL insurance stating that the State of Connecticut is an additional insured. Please be advised that a blanket endorsement is not acceptable.

**I. General Insurance Provisions**

<b>Statutory Workers’ Compensation and Employers’ Liability:</b>	<b>1. Workers’ Compensation:</b>	Statutory limits
	<b>2. Employers’ Liability:</b> Bodily injury by accident: Bodily injury by illness: Bodily injury by illness:	\$100,000 per occurrence \$100,000 each employee \$500,000 policy limit
<b>Commercial General Liability:</b>	<b>1. Combined Single Limit:</b>	\$1,000,000 each occurrence \$2,000,000 annual aggregate
<b>Comprehensive Automobile Liability</b> (Includes owned, non-owned and hired vehicles):	<b>1. Combined Single Limit:</b>	\$1,000,000 each occurrence \$1,000,000 annual aggregate

**II. Professional Errors and Omissions (E&O) Insurance Requirements**

Prime Consultants under contract with the DCS are required to carry a minimum of \$1,000,000 dollars of E&O insurance. For large value projects, higher limits are required. The required E&O coverage is listed in the following table. The value of the project is listed in the specific advertisement for the project.

<b>Environmental Consultants:</b>	<b>1.</b>	The professional E&O insurance certificate must state that the insurance includes pollution liability coverage.
<b>Design Contracts (Architects/Engineers):</b>	<b>1.</b>	Pre-design Studies and Master Plans: Not required unless performed by a design professional as part of a design contract.
	<b>2.</b>	Construction Value of less than \$20 Million: \$1,000,000
	<b>3.</b>	Construction Value of \$20 Million or More: The greater of \$2,000,000 or 5% of the construction value.
<b>Construction Administration (CA) Contracts:</b>	<b>1.</b>	Generally not required unless (1) the contract is other than the standard construction administration contract or, (2) complex project and DCS requires the insurance.
<b>Special Legislation Contracts</b> (if construction management approach):	<b>1.</b>	Construction Values of less than \$20 Million: \$1,000,000
	<b>2.</b>	Construction Values of \$20 Million or more: The greater of \$2,000,000 or 5% of the construction value.
<b>Design/Build Contracts:</b>	<b>1.</b>	The greater of \$2,000,000 or 5% of the construction value.
<b>On-Call Contracts:</b>	<b>1.</b>	On-Call Contracts that normally include the preparation of construction plans and specifications or technical design reports. This includes most Architectural and Engineering On-Call services: \$1,000,000
	<b>2.</b>	On-Call Interior Design, On-Call Claims Analyst, On-Call Claims Auditor, On-Call Cost Estimation and On-Call Scheduling Consultants Generally not required unless DCS requires the insurance.



**TABLE 2 Notes:**  
**Contents of Insurance Verification Package**

The Prime Consultant, when notified of its conditional selection for the subject project, will be required to furnish an "Insurance Verification Package". If the selected firm does not provide the "Insurance Verification Package" within fourteen (14) days of the request, DCS may declare the firm non-responsive. DCS may terminate the selection and negotiation and then negotiate the contract with the number two (2) or three (3) ranked firm in the selection process. DCS reserves the right to terminate the selection and negotiation after it receives and reviews the claims history.

**1. Insurance Certificates:**

The Consultant shall submit insurance certificates indicating at least the minimum noted coverages. Please be aware that the insurance coverage requirements information is advisory in nature and may change prior to the contract signing date. Also, specific projects may have special or higher insurance requirements that will be defined following the conditional selection.

**2. Written Statement from the Prime Consultant's insurance agent or their insurance company:**

The Consultant shall submit a written statement from their **insurance agent or their insurance company**. The statement must note that the insurance agent or insurance company has reviewed the current claims and that the firm has sufficient coverage reserves to handle any open claims and still provide required coverage reserves for this DCS project.

**NOTE:** This statement must be provided by either the insurance agent or the carrier. Information provided directly by the Consultant shall be deemed non-responsive.

**3. Five-Year Professional Liability (Errors and Omissions) Claims History:**

The Consultant shall submit a five-year professional liability (errors and omissions) claims history from their **insurance agent or their insurance company**. The E&O claims history must be a signed statement from the firm's insurance carrier(s) or agent(s) stating either (1) there have been no errors or omissions claims made against the firm during the past five years or (2) there have been claims and providing the following information for each claim:

- Type of claim;
- Amount of any settlements;
- Amount of legal expenses paid;
- Amount of reserve for open claims; and
- Current status of claim.

**4. Labor Law Violations and OSHA Violations:**

Firms that have had Labor Law or OSHA violations in the past ten (10) years, and have also paid fines or penalties in these areas, shall include a brief statement on their letterhead noting the project where the event occurred, the project owner, the amount of fines paid and the final resolution of the occurrence. This letter will be the last page of the insurance verification package. Failure to disclose these fines or penalties may result in the termination of the selection and negotiation process or the termination of the Consultant Agreement as determined by the DCS Commissioner.