

# ATTACHMENT D

## Continuing Services Construction

### Minimum Insurance Coverage and Requirements

The Construction Manager shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, Florida Polytechnic University (FL Poly) shall not be deemed or construed to have assessed the risk that may be applicable to the Construction Manager. The Construction Manager shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Construction Manager is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

#### COVERAGES

**1. Commercial General Liability–ISO CG 001 Form or equivalent. Coverage to include:**

Premises and Operations  
Personal/Advertising Injury  
Products/Completed  
Operations Broad Form  
Property Damage  
Independent Contractors

**2. Automobile Liability including all:**

Any Auto  
Owned Auto  
Non-owned  
Auto Hired  
Auto  
Personal Injury Protection (when applicable)

**3. Workers' Compensation**

Statutory Benefits (Coverage  
A) Employers Liability  
(Coverage B)

**4. Excess/Umbrella Liability**

Excess of Commercial General Liability, Automobile Liability and Employers Liability. Coverage should be as broad as primary.

**5. Payment and Performance Bond**

Payment and performance bond shall be maintained for the total of the Contract GMP amount throughout the time schedule of the construction project.

#### LIMITS REQUIRED

The Consultant/Contractor shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Construction requirements may also include Builders Risk and Pollution Liability.

<b>Commercial General Liability</b>	
General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000
Personal/Advertising Injury	\$ 1,000,000
Fire Damage (Any One Fire)	\$ 50,000

Medical Payments (Any One Person)	\$ 5,000
<b>Automobile Liability</b>	
Bodily Injury/Property Damage (Each Accident)	\$ 1,000,000
Personal Injury Protection	Statutory
<b>Workers' Compensation</b>	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$100,000 \$500,000 \$1,000,000
<b>Umbrella Liability</b>	
Each Occurrence Limit	\$ 1,000,000
General Aggregate Limit	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
<b>Professional Liability</b>	
Each Claim	\$1,000,000
Annual Policy Aggregate	\$5,000,000
<b>Pollution Liability</b> (when applicable)	
Per Claim	\$100,000
Annual Policy Aggregate	\$100,000
<b>Payment and Performance Bond</b>	
GMP amount	<b>\$30,000,000*</b>

\* Estimate

### **ADDITIONAL REQUIREMENTS**

The Construction Manager shall meet the following requirements:

1. Be licensed or approved to do business within the State of Florida.
2. Insurer possesses a minimum A.M. Best's Insurance Guide rating of no less than "B+".
3. Unless otherwise approved by the University, all insurance coverage must be written on an occurrence basis with the exception of professional liability and pollution liability (if applicable).
4. With the exception of Professional Liability, Workers Compensation and Pollution Liability (if applicable) **all policies must name the State of Florida, Florida Board of Governors, Florida Polytechnic University Board of Trustees, and Florida Polytechnic University, its officers, employees, agents, and volunteers as "Additional Insured"**. (ISO Form CG 2010, 1997 Edition or equivalent).
5. Include an Additional Insured Endorsement form as the "Additional Insured" on Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Environmental Liability and other as specified by the contract.
6. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by FL POLY.
7. Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the contract will not seek reimbursement from FL POLY.
8. Include a Separation of Insured Clause (Cross Liability) for all liability policies.
9. University prefers thirty (30) days advance written notice prior to policy non-renewal, cancellation or materially change or alteration. Renewal certificates and endorsements are to be provided to FL POLY at least 30 days prior to expiration.
10. Insurance certificates and written endorsement **must** be provided directly by the insurance agency or carrier.
11. The Construction Manager shall provide uninterrupted liability coverage for three years after contract expiration date.
12. The Construction Mananager is responsible for ensuring that any sub-contractors or sub-consultants maintain equivalent insurance coverage.

**END**