

FLORIDA POLYTECHNIC UNIVERSITY

INSURANCE REQUIREMENTS – ARCHITECTS/ENGINEERS

The Architect/Engineer shall be required to procure and maintain throughout the Project the following Insurance policies on the terms outlined below with an Insurer acceptable to The Florida Polytechnic University Board of Trustees (The Owner).

A. Types/Amounts of Insurance Required

- (i) Commercial General Liability insurance (occurrence form) including products/completed operations and contractual liability providing coverage in the minimum amount of:
 - (a) For a major project or continuing services projects where the aggregate Construction Price is greater than \$2,000,000: a \$5,000,000 per occurrence liability limit and a \$5,000,000 aggregate limit with a deductible not to exceed \$25,000 per occurrence is required;
 - (b) For a minor project or continuing services projects where the aggregate Construction Price is \$2,000,000 or less: a \$1,000,000 per occurrence liability limit and a \$2,000,000 aggregate limit with a deductible not to exceed \$5,000 per occurrence is required.
 - (c) These limits may be met by a combination of primary and excess coverage.
 - (d) The insurance certificate(s) shall indicate that the Commercial General Liability policy carries an endorsement (no more restrictive than CG 20 10) which names The Florida Polytechnic University Board of Trustees, Florida Polytechnic University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds. The Architect/Engineer's policy(ies) shall be primary and any insurance carried by The Owner shall be noncontributing with respect thereto. In addition, the policy shall cover: "XCU" (explosion, collapse, underground damage) for those classifications excluded under the policy and contractual liability.
- (ii) Workers' Compensation Insurance which complies with the requirements of Chapter 440, Florida Statutes; and
- (iii) Professional Liability Insurance (Occurrence Form) or if the insurance is written on a claims-made form, it shall continue for five (5) years following the completion of the performance or the attempted performance of the provisions of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this agreement. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of coinciding with the effective date of this agreement the Architect/Engineer must purchase Extended Reporting ("Tail") coverage for a minimum of five (5) years following the completion of the performance or the attempted performance of the provisions of this agreement, providing coverage in the amount of:
 - (a) For a major project or continuing services projects where the aggregate Construction Price is greater than \$2,000,000: a \$5,000,000 per claim and aggregate liability limit is required;
 - (b) For a minor project or continuing services projects where the aggregate Construction Price is \$2,000,000 or less: a \$1,000,000 per claim and aggregate liability limit is required.

B. Requirements Pertaining to all Insurance Required

- (i) All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and, except for Professional Liability, shall be written on ISO standard forms or their equivalent. Additionally, all insurance under this Section must be issued by an insurance company authorized to do business in the State of Florida and have an AM Best rating of A-, VII or higher. The insurance certificate(s) shall provide that any such insurance policy(ies) shall not be canceled, terminated, non-renewed, or materially changed without thirty (30) days' prior written notice to the Owner. In addition, the insurance company and/or the Architect/Engineer must provide thirty (30) days prior written notice to the Owner of any reduction in any of the policy limits. The Architect/Engineer shall require all subcontractors, consultants, and agents ("consultants" for purposes of this provision) providing services on the Project to carry any and all insurance coverage that adequately covers each consultant's exposure based on the type of services they are providing in connection with the Project. In addition, the Architect/Engineer shall notify the Owner, in writing, of any reduction in the aggregate coverage provided by the Architect/Engineer's insurance within (30) days after each such revision in coverage. In the event the Architect/Engineer or its consultants fail to maintain the insurance required hereby, the Owner may, at its discretion, pay any premium necessary to maintain the coverage required hereby and deduct such premium costs from the Architect/Engineer's fees under this Agreement.
- (ii) The Architect/Engineer shall release and discharge the Owner and the Owner's Related Parties of and from all liability to the Architect/Engineer, and to anyone claiming by, through or under the Architect/Engineer, by subrogation or otherwise, on account of any loss or damage to tools, machinery, and equipment or other property, however caused.
- (iii) Architect/Engineer must provide the Owner with a Certificate(s) of Insurance(s) reflecting all of the insurance coverages satisfying the above requirements not later than ten (10) calendar days after the Effective Date of this Agreement and prior to commencement of any operations or activities hereunder. Additionally, the insurance required under this Agreement shall be carried by the Architect/Engineer at least until the Project reaches Final Completion and is accepted by the Owner.
- (iv) The absence of a demand for any type of insurance certificates or policy or insurance condition, or for higher coverage limits shall not be construed as a waiver of the Architect/Engineer's obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure associated with this Agreement. Florida Polytechnic University does not represent that coverage and the limits specified herein will necessarily be adequate to cover Architect/Engineer's liability.

C. Effect of Insurance.

- (i) Compliance with insurance requirements shall not relieve the Architect/Engineer of any responsibility to indemnify the Owner for any liability to the Owner as specified in any other provision of this Contract, and the Owner shall be entitled to pursue any remedy in law or equity if the Architect/Engineer fails to comply with the contractual provisions of this Contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured.