

FIU STANDARD INSURANCE REQUIREMENTS FOR ALL ARCHITECT/ENGINEER'S WORKING ON FIU CONSTRUCTION PROJECTS (POSTED ON FIU'S WEBSITE UNDER INSURANCE REQUIREMENTS FOR ARCHITECT/ENGINEER)

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 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 equal to or greater than \$4,000,000:

Each Occurrence	\$5,000,000
Personal and Advertising Injury	\$5,000,000
General Aggregate	\$5,000,000
Products/Completed Operations Agg.	\$5,000,000

- (b) For a major project or continuing services projects where the aggregate Construction Price is less than \$4,000,000:

Each Occurrence	\$3,000,000
Personal and Advertising Injury	\$3,000,000
General Aggregate	\$3,000,000
Products/Completed Operations Agg.	\$3,000,000

- (d) 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 International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds. In addition, the policy shall provide coverage no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without the attachment of any exclusion for "XCU" (explosion, collapse, underground damage).

(ii) Architect/Engineer shall provide workers' compensation and employer's liability insurance. Such insurance shall cover Architect/Engineer (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	“Statutory”	
Part Two:	\$1,000,000	Each Accident
	\$1,000,000	Disease - Policy Limit
	\$1,000,000	Disease - Each Employee

(iii) Architect/Engineer shall provide 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 the Contract for Professional Services. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of the Contract for Professional Services. 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 or coinciding with the effective date of the Contract for Professional Services, Architect/Engineer must purchase Extended Reporting (“Tail”) coverage that will respond to claims arising out of the Contract for Professional Services for a minimum of five (5) years following the completion of the performance or the attempted performance of the provisions of the Contract for Professional Services, providing coverage in the amount of:

- (a) For a major project or continuing services projects where the aggregate Construction Price is equal to or greater than \$4,000,000: A \$5,000,000 per claim and aggregate liability limit is required.
- (b) For a major project or continuing services projects where the aggregate Construction Price is less than \$4,000,000: A \$3,000,000 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. All required policies shall be endorsed to 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 Owner. In addition, the insurance company and/or Architect/Engineer must provide thirty (30) days prior written notice to Owner of any reduction in any of the policy limits. 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, Architect/Engineer shall notify Owner, in writing, of any reduction in the aggregate coverage provided by Architect/Engineer’s insurance within (30) days after each such revision in coverage. In the event Architect/Engineer or its consultants fail to maintain the insurance required hereby, Owner may, at its discretion, pay any premium necessary to maintain the coverage required hereby and deduct such premium costs from Architect/Engineer’s fees under the Contract for Professional Services.

(ii) Architect/Engineer shall release and discharge Owner and Owner’s Related Parties of and from all liability to Architect/Engineer, and to anyone claiming by, through or under 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 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 the Contract for Professional Services and prior to commencement of any operations or activities thereunder. Additionally, the insurance required under the Contract for Professional Services shall be carried by Architect/Engineer at least until the Project reaches Final Completion and is accepted by 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 Architect/Engineer's obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure associated with the Contract for Professional Services. FIU does not represent that coverage and the limits specified herein will necessarily be adequate to cover Architect/Engineer's liability.

(v) All required insurance policies, except professional liability, shall be endorsed to provide for a waiver of the insurer's rights of subrogation in favor of The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents.

(vi) The insurance provided by Architect/Engineer shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents.

(vii) All deductibles and self-insured retentions associated with insurance required for compliance with the Contract for Professional Services shall remain the sole and exclusive responsibility of Architect/Engineer. Under no circumstances will The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents be responsible for paying any deductible or self-insured retentions related to the Contract for Professional Services.

C. Effect of Insurance. Compliance with insurance requirements shall not relieve Architect/Engineer of any responsibility to indemnify Owner for any liability to Owner as specified in any other provision of the Contract for Professional Services, and Owner shall be entitled to pursue any remedy in law or equity if Architect/Engineer fails to comply with the contractual provisions of the Contract for Professional Services. Indemnity obligations specified elsewhere in the Contract for Professional Services 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.

D. Insurance Survival. This entire Article shall survive expiration of the Contract for Professional Services.