

Subject: Consulting and Professional Services – Architects and Engineers Minimum Insurance Coverage and Requirements

Purpose and Scope: To ensure that services or installations performed by an Architect/Engineer for the University is covered by appropriate insurance as evidenced by an ACORD certificate and endorsement of insurance.

Consulting and Professional Services – Architects and Engineers
Minimum Insurance Coverage and Requirements

The Architect/Engineer shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the University of West Florida (UWF) shall not be deemed or construed to have assessed the risk that may be applicable to the Architect/Engineer. The Architect/Engineer shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Architect/Engineer 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. Professional Liability –The Architect/Engineer shall maintain Errors and Omissions Liability covering wrongful acts, errors and/or omissions, including design errors of the Consultant/Contractor for damage sustained by reason of or in the course of operations under this contract. The policy/coverage shall be amended to include the following:

- Amendment of any Contractual Liability Exclusion to state that the exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your wrongful acts.

- Claims alleging improper supervision of sub-consultants
- Representative Insured Wording amended to include past principals/employees
- Deletion of any exclusions pertaining to design/build liability
- Cancellation Clause shall provide 30 days' notice prior to Cancellation to UWF
- Policy is to be the primary basis; if other professional coverage is carried, an endorsement is to be issued acknowledging that there is excess coverage above this policy. The declaration page shall show the other policy is intended to function as excess, and shall be shown on the declarations page of this policy
- Notice Provision for Claims to be added stating that it is agreed that knowledge of an act, error, or omission by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless an officer, owner, partner, or principal of the insured shall have received such notice.

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.

Commercial General Liability	
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
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$ 1,000,000
Personal Injury Protection	Statutory
Workers' Compensation	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$100,000 \$500,000 \$100,000
Umbrella Liability	
Each Occurrence Limit	\$ 1,000,000
General Aggregate Limit	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Professional Liability	
Each Claim	\$1,000,000
Annual Policy Aggregate	\$2,000,000
Pollution Liability (when applicable)	
Per Claim	\$100,000
Annual Policy Aggregate	\$100,000

ADDITIONAL REQUIREMENTS

The Architect/Engineer shall meet the following requirements:

1. Be licensed or approved to do business within the State of Florida.
2. Insurer must be licensed in the State of Florida.
3. Insurer possesses a minimum A.M. Best's Insurance Guide rating of no less than "B+".
4. 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).
5. 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, University of West Florida Board of Trustees, and The University of West Florida, its officers, employees, agents, and volunteers as "Additional Insured"**. (ISO Form CG 2010, 1997 Edition or equivalent).
6. 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.
7. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by UWF.
8. 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 UWF.
9. Include a Separation of Insured Clause (Cross Liability) for all liability policies.
10. 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 UWF at least 30 days prior to expiration.
11. Insurance certificates and written endorsement **must** be provided directly by the insurance agency or carrier.
12. Architect/Engineer shall provide uninterrupted professional liability coverage for three years after contract expiration date.
13. Architect/Engineer is responsible for ensuring that any sub-contractors or sub-consultants maintain equivalent insurance coverage.