|  |  |  |  |
| --- | --- | --- | --- |
| C:\Users\wbhun\Pictures\GCPS Logo Seal.png | **Supplemental Attachment No. 1** | GCS | GADSDEN  COUNTY  SCHOOLS |

**PROCEDURE IMPLEMENTING BOARD POLICY 6330**

STANDARD INSURANCE REQUIREMENTS FOR DESIGN PROFESSIONALS WORKING ON DISTRICT CONSTRUCTION PROJECTS.

**PART 1 – SUMMARY**

* 1. The Architect/Engineer shall be required to procure and maintain throughout the Project the following insurance policies on the terms outlined below with a Florida Licensed insurer acceptable to the Owner.

1. Prior to the start of each project, the Insurance requirements shall be reviewed and adjusted as required to fit specific project needs and stay current with laws and standards.
2. The amounts of insurance shown are minimum amounts required. GCS does not represent that coverage and the limits specified herein will necessarily be adequate to cover Architect/Engineer’s liability. **It is the professional’s responsibility to determine if added coverage is needed.**

**PART 2 – TYPES AND AMOUNTS OF INSURANCE (minimum)**

1. **Comprehensive General Liability** Insurance in the minimum amounts of:
   1. For major projects or continuing services where the aggregate Construction Price is greater than $10,000,000: A $2,000,000 per occurrence liability limit and a $5,000,000 aggregate limit with a deductible not to exceed $50,000 per occurrence is required.
   2. For projects or continuing services where the aggregate Construction Price is $10,000,000 or less: A $1,000,000 per occurrence liability limit and a $2,000,000 aggregate limit with a deductible not to exceed $50,000 per occurrence is required.
2. **Worker’s Compensation** Insurance which complies with the requirements of *Chapter 440, Florida Statues.*
3. **Automobile Liability** insurance with a minimum coverage of $1,000,000 per accident, bodily injury and property damage.
4. **Professional Liability** for protection from negligent acts, errors and omissions of the consultant in the execution of their services.
   1. For major projects or continuing services where the aggregate Construction Price is greater than $10,000,000: A $2,000,000 per occurrence liability limit and a $5,000,000 aggregate limit with a deductible not to exceed $50,000 per occurrence is required.
   2. For projects or continuing services where the aggregate Construction Price is $10,000,000 or less: A $1,000,000 per occurrence liability limit and a $2,000,000 aggregate limit with a deductible not to exceed $50,000 per occurrence is required.
   3. Insurance shall continue for not less than one (1) year following the completion of the performance or the attempted performance of the provisions of this agreement.

**PART 3 – GENERAL REQUIREMENTS**

1. 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-, class IV or higher.
2. All insurance policies shall carry an endorsement which names The Gadsden County School Board, School Board’s representatives and their respective trustees, directors, officers, employees and agents, as additional insureds.
3. Copies of all insurance shall be provided to the Owner prior to the start of any work.
4. The Architect/Engineer’s policy shall be primary and any insurance carried by Owner (GCS) shall be noncontributing with respect thereto.
5. The insurance certificate(s) shall provide that any such insurance policy 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.
6. 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.
7. 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.
8. 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.
9. 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 an 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 unless specified differently elsewhere in this document or the contract.
10. 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.