



## **COLLEGE of CENTRAL FLORIDA**

### **ADMINISTRATIVE PROCEDURE**

<b>Title: Insurance Requirements for Professional Services</b>	
<b>Page: 1 of 4</b>	<b>Implementing Procedure For Policy: N/A</b>
<b>Date Approved/Revised:</b> 10/05/08, 4/12/10, 8/17/15	<b>Division: Administration and Finance / Purchasing</b>

#### **I. PURPOSE:**

The purpose of this procedure is to provide the means for contracting for professional services in compliance with the Consultants' Competitive Negotiation Act, F.S. 287.055.

#### **II. PROCEDURE:**

The College must employ the services of a registered architect (per F.S. 1013.45) for any project, except for minor renovation projects where the construction cost is less than \$50,000.

This procedure will be followed when contracting for the professional services of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by laws of the state, when professional services are required for a project in which the basic construction cost is estimated to exceed \$325,000, or for a planning or study activity when the fee for professional services exceeds \$35,000 (F.S. 287.017, F.S. 287.055(3)(a)1.)

A "continuing contract" for professional services as defined in F.S. 287.055(2)(g) is one that is entered into between an agency and a firm whereby the firm provides professional services to the agency for projects in which construction costs do not exceed \$7.5 million, for study activity when the fee for such professional service does not exceed the allowable calculated fee for AE services, or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

#### **III. FOR THE SELECTION OF ARCHITECTS/CONSULTANTS, THE FOLLOWING STEPS WILL BE FOLLOWED:**

##### **A. Public Announcement of the Project**

1. The Director of Purchasing will advertise the project and will set forth in the media a general description of the work to be done and services to be rendered. The advertisement for services must be published in at least two newspapers, with one being local, for a minimum of three (3) weeks.

## B. Insurance Requirements

1. All insurance documents are to be submitted to the Director of Purchasing for compliance.
2. All professional firms selected by the Board pursuant to the Consultants' Competitive Negotiations Act, F.S. 287.055, will carry and maintain during the period they are performing such services, and thereafter as referenced below, as a minimum, the following insurance coverages and limits:
  - a) Professional Liability Insurance in limits not less than One Million Dollars (\$1,000,000) per occurrence, covering errors, omissions or negligent acts, with a per occurrence deductible not to exceed Fifty Thousand Dollars (\$50,000). Such coverage will be maintained for a period of three (3) years after the date of final payment to the architect or engineer.
  - b) Commercial Comprehensive Liability Insurance (including Blanket Contractual Liability and Completed Operations, Explosion, Collapse and Underground Hazards) in limits of not less than One Million Dollars (1,000,000) per occurrence, with no deductible, covering personal injury, bodily injury, and property damage. The Board will be named as additional insured on the policy.
  - c) Comprehensive Automobile Liability Insurance (including owned and non-owned vehicles, if any) in limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence, covering personal injury, bodily injury, and property damage.
  - d) Workers' Compensation Insurance in compliance with F.S. 440, with unlimited employer's liability coverage.
  - e) Valuable papers and records insurance in an amount of not less than Twenty-Five Thousand Dollars (\$25,000) per occurrence, with no deductible, to assure the substantial restoration of any plans, drawings, or other similar data related to the architect's or engineer's services which are in the care, custody, or control of the architect or engineer.
  - f) Certificates evidencing that all of the above insurance coverages and limits are in force will be furnished to the Board before any services are performed, at all renewal times, and will require written notification to the Board at least thirty (30) days prior to any cancellation, termination, non-renewal, or modification.
  - g) All insurance will be with insurers authorized to do business in Florida and all non-self-insured companies will be rated at least a VI by Best's Key Rating Guide.
  - h) If the architect or engineer should fail to provide or otherwise maintain the required insurance coverages and limits, the Board may purchase the insurance and hold the architect or engineer responsible for the cost thereof.

## IV. FOR THE SELECTION OF CONSTRUCTION MANAGER FIRMS, THE FOLLOWING STEPS WILL BE FOLLOWED:

### A. Public Announcement of the Project

1. The Director of Purchasing will advertise the project and will set forth in the media a general description of the work to be done and services to be rendered. The advertisement for services must be published in at least two newspapers with one being local for a minimum of three (3) weeks.

## B. Insurance Requirements

1. All insurance documents are to be submitted to the Director of Purchasing for compliance.
2. All professional firms selected by the Board pursuant to the Consultants' Competitive Negotiations Act, F.S. 287.055, for a construction project with an estimated construction cost exceeding Three Hundred Twenty-Five Thousand Dollars (\$325,000) or a planning activity exceeding a Thirty-Five Thousand Dollar (\$35,000) fee, will carry and maintain during the period they are performing such services, and thereafter as referenced below, as a minimum, the following insurance coverage and limits:

- a. Commercial General Liability – This policy must be on an occurrence basis, with coverage to include explosion, collapse and underground hazards (XCU). Claims made forms are not acceptable.

\$1,000,000	Each Occurrence
\$ 100,000	Fire Damage (Any One Fire)
\$ 5,000	Medical Payments (Any One Person)
\$1,000,000	Personal & ADV Injury
\$2,000,000	General Aggregate
\$2,000,000	Products – Comp/OP Aggregate

- b. Comprehensive Automobile Liability Insurance (including hired and non-owned vehicles, if any) in limits of One Million Dollars (\$1,000,000) combined. Single Limit each accident.
- c. Excess Liability or Umbrella
  - I. \$1,000,000
  - II. All policies should be Occurrence Form only.
  - III. The policy number will be provided on all certificates.
  - IV. General Aggregate Limits apply per project.
- d. Workers' Compensation Insurance in compliance statutory limits, (F.S. 440), with Employer's Liability – Five Hundred Thousand (\$500,000) each accident, Five Hundred Thousand (\$500,000) Disease, each employee, - Five Hundred Thousand (\$500,000) Disease, policy limit.
- e. Waiver of Subrogation Endorsement – Include "Waiver of Subrogation applies".
- f. Owner's and Contractor's Protective Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000), with no deductible, covering personal injury, death, sickness or disease, bodily injury and property damage, including loss of use. The Owner will be named insured under this policy.
- g. Public Construction Bond in compliance with F.S. 255.05 (or a performance bond and a labor and material payment bond, in compliance with F.S. 255.05), guaranteeing that the construction management firm will perform its obligations under the contract, and will pay for all labor and materials furnished for the work. Such bond will be:

- I. Issued in a form and by a surety reasonably acceptable to Owner with a minimum rating by the most recent Best's Rating Classification of Class IV for contract sums less than \$1,000,000; Class VI for contract sums more than \$1,000,000 and less than \$2,000,000; and Class VII for contract sums in excess of \$2,000,000.
  - II. Submitted to Owner for approval as to form.
  - III. Name the Owner as obligee.
  - IV. Will be in an amount equal to at least 100% of the contract sum (as the same may be adjusted from time to time pursuant to the contract
  - V. Contain a specific provision holding the surety liable for any consequential delay damages, liquidated or unliquidated, caused by the construction management firm's breach under the contract. The construction management firm will deliver the executed approved bonds to the Owner contemporaneous with the execution of the agreement. Notwithstanding any provision of Florida statutes or language of the bond, the Statute of Limitations for actions against the surety due to the alleged nonperformance (other than the delivery of labor or materials) of the construction management firm will be the same length of period as the Statute of Limitations for actions against the construction management firm.
- h. Certificates evidencing that all of the above insurance coverage and limits are in force will be furnished to the Board before any services are performed, at all renewals times and will require written notification to the Board at least thirty (30) calendar days prior to any cancellation, termination, non-renewal, or modification. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any given any kind upon the company, its agent or representative" shall be omitted or lined out on the Certificate.
  - i. All insurance will be with insurers authorized to do business in Florida and all non-self-insured companies will be rated at least A–X by Best's Key Rating Guide.
  - j. If the construction manager should fail to provide or otherwise maintain the required insurance coverage and limits, the Board may purchase the insurance and hold the construction manager responsible for the cost thereof.

Vice President, Administration & Finance		Date:
Approved by President		Date: