

CONTRACTOR'S INSURANCE

The Contractor shall not commence any work in connection with a Purchase Order or Contract until they have obtained all the following types of insurance and such insurance has been approved by the purchaser otherwise known as Florida State University (FSU), nor shall the Contractor allow any subcontractor to commence work on the subcontracted work until the subcontractor has provided proof of insurance for the same amounts as required of the Contractor by FSU and approved. All insurance policies shall be with insurers qualified and doing business in Florida, and with an A.M. Best Rating no less than A-. FSU shall be furnished proof of insurance by a Certificate of Insurance accompanying the contract documents which shall name Florida State University as an additional insured. The insurer shall provide 30 days written notice to the certificate holder if a policy is to be canceled before the expiration date of said Certificate.

The FSU shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or Subcontractor providing such insurance.

A. Workers Compensation Insurance

The Contractor shall secure and maintain during the life of the agreement, Worker's Compensation Insurance to all employees of the contractor working on this project. The Contractor shall also require all subcontractors to provide Worker's Compensation Insurance for their employees working on this project which shall comply fully with the Florida Worker's Compensation Law.

B. Contractor's Public Liability and Property Damage Insurance

The Contractor shall secure and maintain during the life of this agreement, COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE naming The Florida State University Board of Trustees as an additional insured to protect all parties from claims for damages, personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the Contractor or anyone directly or indirectly employed by the Contractor. The amount of such insurance shall be set at minimum amount no less than the following:

1. Bodily Injury Liability \$1,000,000 per occurrence / \$2,000,000 aggregate
2. Auto Property Damage Liability \$1,000,000 combined single limit
3. Property Damage Liability- \$1,000,000 per occurrence / \$2,000,000 aggregate
(other than automobile)
4. "XCU" (Explosion, collapse, underground damage) --the contractor's liability
Policy shall provide "XCU" coverage for those classifications in which they are excluded.
5. Contractual Liability - work contracts--The Contractor's liability policy shall cover such contracts when they are affected.
6. In some cases a Contractor and Subcontractor may be required to provide proof of Environmental Protection Coverage.

C. Subcontractor's Public Liability and Property Damage Insurance

The Contractor shall require each of the Subcontractors to secure and maintain during the life of this contract; insurance of the same type specified above in addition to insuring the activities of the subcontractors in the event the subcontractor does not have a policy, as specified above.