

# PPSB PROPOSED INSURANCE SCHEDULE

## I. INSURANCE REQUIREMENTS

The following insurance will be provided by the Construction Manager:

<b><u>Workers' Compensation Insurance &amp; Employer's Liability</u></b>	
Part One -	Workers Compensation: Statutory Limits State: Louisiana
Part Two -	Employer's Liability: <b><u>Annual Limits Per Insured</u></b>
	Bodily Injury by Accident: \$1,000,000 Each Accident
	Bodily Injury by Disease: \$1,000,000 Each Employee
	Bodily Injury by Disease: \$1,000,000 Policy Limit
<p>➤ Each insured contractor shall be issued a separate policy <i>See actual policy for terms and conditions</i></p>	
<b><u>Commercial General Liability</u></b>	
	<b><u>Annual Limits of Liability</u></b>
	<b><u>Shared by All Insureds</u></b>
General Aggregate	\$4,000,000
Products/Completed Operations Aggregate	\$4,000,000
Personal And Advertising Injury Each Occurrence	\$2,000,000
Each Occurrence Limit	\$2,000,000
Notes:	
➤ Per Project Aggregate	
➤ Five (5) year Products & Completed Operations extension.	
<b><u>Excess Liability</u></b>	
<b>(Following Form over primary GL and WC/EL policies)</b>	
<b>Annual Limits of Liability Shared by All Insureds:</b>	
Each Occurrence Limit:	\$10,000,000
Aggregate Limit:	\$10,000,000
Notes:	
➤ Occurrence Form with five (5) year extended reporting period.	
<b><u>Builder's Risk</u></b>	
<b>Annual Limits of Liability Shared by All Insureds:</b>	
Per occurrence:	\$TBD
Per Individual School:	Value as Reported
All Risk Perils	
Notes:	
➤ Property insurance covers the materials, equipment and supplies that are intended for the specific permanent installation in the Project while such materials, equipment and supplies are located at the Project Site(s), in transit and while temporarily located away from the Project Site(s) for the purpose of repair.	

- Coverage will be on “All Risk” basis (subject to policy exclusions), including, but not limited to coverage against fire, lightning, wind damage, hail, explosion, riot or civil commotion, aircraft and other vehicles, collapse, water damage, theft, flood and earthquake.
- This insurance includes the interests of the (Owner’s) Project and Contractors/Subcontractors in the property described above. Each Contractor/Subcontractor should review the insurance article of the Contract documents for exclusions or restrictions of coverage.

**Exposures Not Covered by Owner:**

- No coverage is provided for the operation, use, maintenance, loading or unloading of Autos (owned, non-owned, or hired)
- Suppliers, Off-Site Fabricators & Material dealers
- “Ineligible insureds” as defined in Definition Section.
- Architects/Engineers/Surveyors Errors & Omissions Liability Coverage
- Surety Bonding
- Environmental Liability

- Owned or rented capital equipment
- Mechanics’ Tools
- Tools, equipment, scaffolding, staging, towers and forms owned or rented by the Contractors/Subcontractors and all property in the care, custody or control of any insured
- Ownership, maintenance and operation of aircraft or watercraft
- Loss or damage covered by a manufacturer’s warranty or guarantee
- Loss of use or occupancy or penalties for delay in completion or noncompliance with contracts
- Loss or damage to contractor’s tools or equipment that are not to become a part of the completed project
- Cost of making good faulty workmanship, materials, construction or design
- Loss from mysterious disappearance or caused by wrongful removal of any property of a named insured by the employees of a named insured

**Evidence Of Insurance**

The Contractor(s) will issue to the Contractors/Subcontractors certificates of insurance evidencing the insurance required for this Project. The certificate of insurance and insurance policy will include a 30-day notice of cancellation clause. Copies of policies will be made available to the Owner upon request.

**It is recommended that the Contractor / Subcontractors of all tiers have their insurance agent review the insurance requirements of this Project.** It is the responsibility of the Contractors/Subcontractors of all tiers to maintain, at their sole option and cost, any additional insurance they deem necessary.

**II. ADDITIONAL INSURANCE REQUIRED FROM CONTRACTOR/ SUBCONTRACTORS**

Each Prime Contractor shall at all times during the period in which the Contract is in force, provide and maintain insurance of the type and in the limits fully described in your contract document and highlighted below. Prime Contractors shall require all Subcontractors of all tiers to provide proof of similar insurance if maintained by the Subcontractors. Such insurance shall be issued by insurance companies acceptable to the Owner. The insurance specified may be provided in a policy or policies, and written on a primary or excess basis.

### **Certificates of Insurance**

- Certificates evidencing insurance coverage must be submitted with your bid. Contractor will not be permitted to mobilize prior to submitting an insurance certificate acceptable to Owner.
- The Certificate shall evidence **30 days prior notice of cancellation.**
- All policies, except the Workers' Compensation, shall name the Owner as **Additional Insured.**
- All off-site insurance will be primary with respect to any insurance available to certificate holder.
- Automobile Liability and General Liability shall include Cross Liability Coverage.
- All Contractors/Subcontractors should maintain higher limits or other insurance that they feel they may require for their own protection (e.g., coverage for contractor's equipment).
- Maintenance of these coverages is the responsibility and the cost of the Contractors/Subcontractors of all tiers.
- Workers Compensation policies must include Waiver of Subrogation language in favor of the Owner.

### **Workers' Compensation and Employer's Liability (Away From The Project Site\*):**

Part One -	Workers' Compensation:	Statutory Limit
	State:	Louisiana
Part Two -	Employer's Liability:	
	Bodily Injury by Accident:	\$1,000,000 Each Accident
	Bodily Injury by Disease:	\$1,000,000 Each Employee
	Bodily Injury by Disease:	\$1,000,000 Policy Limit

Part Three - All states coverage with the exception of monopolistic states.

#### **Notes:**

- Minimum Best Rating of "A-VIII"
- \*Away from the project site or excluded from eligibility by the program or by class from program (i.e. Jones Act)

### **General Liability Insurance for operations of the Contractor or any tier of Subcontractor (Away From The Project Site):**

Annual General Aggregate	\$2,000,000
Annual Products/Completed Operations Aggregate	\$2,000,000
Annual Personal/Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

Coverage shall be on an "Occurrence Form" and include:

- Products liability for any product manufactured, assembled or otherwise worked upon away from the Project Site
- Hazards of operations (including explosion, collapse and underground coverage)
- Elevators, independent contractors, products and completed operations, with contractual liability coverage and personal injury liability coverage for claims arising out of the Work for personal injury, bodily injury and property damage

### **Automobile Liability:**

- Covering all owned, non-owned and hired autos, trucks and trailers of the respective parties required to provide and maintain this insurance.
- Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy in limits not less than \$1,000,000 Combined Single Limit each occurrence for Contractors and all tiers of Subcontractors.

➤ Contractual Liability, if not provided in the policy form, is to be provided by endorsement.

**Umbrella/Excess Liability:** \$5,000,000 Each Occurrence/Annual Aggregate

➤ Follow form of the General Liability, Automobile Liability and Employers Liability

**Professional Liability (if applicable to contract)**

**Minimum Limits Required:** \$5,000,000 per claim

**Subrogation And Waiver**

Each Contractor shall require all policies of insurance that are in any way related to Projects and that are secured and maintained by the Contractor and Subcontractors of all tiers to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Owner and Contract Manager, the Contractor and separate Contractors of all tiers which the Contractor may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the Work and that are secured and maintained by the Contractor. Each Contractor shall require Subcontractors of all tiers to waive the rights of recovery (as a waiver by the Contractor/Subcontractor) against Owner and Contract Manager Contractor, separate Contractors and other Subcontractors regardless of tier (including all tiers of subcontractors of separate Contractors).

**III. DEFINITIONS**

**OWNER:** PPSB

**CONTRACT:** The written agreement between Owner and the Contractor and/or Subcontractors of any tier describing the Work, Contract Terms and Conditions. The terms "Contract" and "Agreement" are used interchangeably.

**CONTRACTOR:** The person, firm or corporation or other party with whom Owner has entered into a Contract to perform the Work.

**SUBCONTRACTOR:** Person or entity who has a Contract with a Contractor to perform any of the Work at the Project Sites.

**WORK:** Operations, as fully described in the Contract, performed at or arising directly from the Project Sites.

**PROJECT SITES:** The specific project site as defined in the Contract.

**PROJECT MANAGER:** That person within the firm designated by the Owner as "Construction Manager" or "General Contractor" who is charged with furnishing construction administration and management services. Said (company) has the ultimate responsibility for the management and oversight of each "Contractor" and "Subcontractor" involved with the Job Site.