



## Insurance Program Coverage Proposal SEWUP Phase VII

Date 06/29/2018

Completed by: Tiffany Kratt

Transaction Type: New Business  
Owner / District: Beverly Hills Unified School District  
Project: Beverly Hills High School: Buildings B1 & B2 Modernization  
Project Location/Address: Beverly Hills High School  
241 Moreno Drive  
Beverly Hills, CA 90212  
  
Start Date: 05/21/2018  
Estimated Completion: 01/21/2021  
Construction Value: \$50,000,000.00  
Premium Basis: TIV  
General Contractor: ProWest PCM Inc. dba ProWest Constructors  
Const. Delivery Method: Lease-Lease Back  
New or Modernization: Modernization  
Account Executive: Brad Keenan

**The summary of coverages in this proposal is provided for your convenience. It is *not* a full description of all policy terms.**

## Workers' Compensation & Employer's Liability

**Insurance Carrier:** Liberty Mutual Insurance Company  
Best's rating: A (Excellent)  
Financial Size Category: XV

**Coverage Period:** Project Term

### Limits

Coverage A Statutory

Coverage B Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit

Bodily Injury by Disease \$1,000,000 each employee

**Deductible:** \$500,000

Funding included in overall program rate

**Covered Locations:** Project site

### Coverage Overview:

SEWUP worker's compensation will cover all eligible contractors and their employees while working on your construction project.

**Commission:** None

## General & Excess Liability

**Coverage Period:** Term of Project

<b>Insurance Carriers:</b>	<b>A.M. Best Rating:</b>
Lloyds of London:	A Excellent (XV)
Everest Indemnity Insurance Company:	A+ Superior (XV)
Colony Insurance Company:	A Excellent (XIII)
Aspen Insurance Company UK:	A Excellent (XV)
Endurance American Specialty Insurance:	A+ Superior(XV)

### **Limits of Liability**

Each Occurrence:	\$75,000,000
General Aggregate Limit:	\$145,000,000
Products-Completed Operations Aggregate Limit*	\$75,000,000

**Self-Insured Retention (SIR)\*:** \$500,000

Funding included in overall program rate

\*Product Completed operations extends for 10 years after each project is completed or the maximum date of September 30, 2030

### **Coverage Overview:**

This coverage is to protect each insured from liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, and completed operations of the contractor during the performance of their onsite construction activities. caused by negligence.

### **General Notations:**

- It is expressly warranted that the Named Insured and all Contractors and Sub-Contractors comply with all recommendations contained in the geotechnical/environmental reports. Failure to comply will result in subsidence coverage being null and void and a full subsidence exclusion would be re-instated.

**Commission:** None

## Contractors Pollution Liability

**Insurance Carrier:** ARCH Specialty  
Best's Rating: A+ (Superior)  
Financial Size Category: XV

**Coverage Period:** Term of Project

### Program Limits of Liability – Occurrence Form

Each Occurrence: \$5,000,000  
Aggregate Limit: \$5,000,000

**Contractor Deductible:** \$10,000

### Coverage Overview:

Contractors pollution liability (CPL) is a contractor-based policy that provides third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed by or on behalf of the contractor.

**Commission:** 15%

## Owner's Protective Professional Indemnity

### Excess Errors and Omissions

**Insurance Carrier:** ARCH Specialty  
Best's Rating: A+ (Superior)  
Financial Size Category: XV

**Program Limits of Liability** \$10,000,000

<b><u>SIR*:</u></b>	<b><u>Project Size:</u></b>
\$100,000	Under \$25M
\$250,000	Over \$25M

Ten (10) years of Extended Reporting Period will commence upon each project's substantial completion date. See policy for definition of project completion.

\*Self-Insured Retention (SIR) shall not be in addition to any recovered amount from A & E Primary policy.

Defense provided when District is sued by a third party unrelated to the project. SIR will apply to defense first.

#### **Coverage Overview:**

The Owner's Protective Professional Indemnity (OPPI) policy provides a cost-effective alternative to project specific professional liability policies. The OPPI extends coverage to the District only, for damages arising out of errors or omissions created by the A/E design team on the project. With OPPI, the A/E's policies are supplemented instead of replaced, thereby improving a district's potential recovery.

#### **General Notations:**

- Certificates of Insurance evidencing current Professional Liability coverage carrier and limits for Prime Architect(s) and Engineer(s) shall be in compliance with the minimum insurance requirement of \$1,000,000 and must be maintained throughout the term of the project.
- All executed contracts between Owner and Design Professionals must not include a Waiver of Subrogation or a Limit of Liability Clause in favor of the Design Professionals, as these conflict with the OPPI Policy coverage, terms, and conditions.
- Disclosures: The Company does not warrant the availability of the Design Professional's insurance, nor will it pay until their insurance first indemnifies the Insured or has been exhausted due to payment of claims. No insurance is provided to them by the Insured unless specifically approved by the Company.

**Commission:** 10%

## Builder's Risk

**Insurance Carrier:** Chubb  
Best's Rating: A++ (Superior)  
Financial Size Category: XV

**Coverage Period:** Term of Project  
**Limit of Liability:** Total Insured Value (TIV)

### Coverage Overview:

Builder's Risk coverage is a 1<sup>st</sup> party property insurance specifically designed to cover property during the course of construction, including renovation and repair. It provides indemnity for the project under construction as well as materials intended to be incorporated into the project covering the result in damage caused by a contractor's failed work product during construction.

### Project Deductibles:

- **AOP:** \$25,000
- **Delay:** 7 – day waiting per
- **Flood:** \$50,000.00 **Flood Zone Location: X**
  
- **Delay Flood:** 15 – day waiting period
- **Water Damage:** \$25,000

### Sub-limits of Insurance

- Delay in Opening (per Form Number ACE0729) "As Declared" (10% of TIV or \$500,000)
- Delay in Opening (per Form Number ACE0729) "As Declared" (10% of TIV or \$500,000)
- Property in Transit per Conveyance: \$2,500,000
- Temporary Off-site Storage and Off-site Staging Areas, any one location: \$2,500,000
- Expediting and Extra Expenses: \$1,250,000
- Debris Removal: 25% of the insured physical LOSS, or "As Declared" whichever is less
- Trees, Shrubs and Plants: \$500,000
- Protection Service Charges: \$500,000
- Fire Protective Equipment Recharge: \$1,000,000
- Valuable Papers and Records: \$500,000
- Claim Preparation Expenses: \$250,000
- Protection of Insured Property Pre-LOSS: \$250,000
- Architects and Engineers Fees: Included
- Office and Construction Trailers/Semi-trailers and their Contents: \$250,000
- Ordinance or Law: \$2,500,000
- TESTING: Included
- Business Personal Property: \$1,000,000
- Contract Penalty: \$100,000
- TOWER CRANE Re-Erection Expense: \$250,000
- NAMED WINDSTORM: Included

**Commission:** 15%

## SEWUP Pricing Summary

Date: 6/29/2018

<b>Mandatory Coverage</b>	<b>Premium</b>
Workers' Compensation:	\$730,570.00
General & Excess Liability:	\$260,367.41
WC / GL Deductible Fund:	\$358,125.00
Contractor's Pollution Liability:	\$33,436.80
Owner's Protective Professional Indemnity (OPPI):	\$105,780.00
Builders Risk (Includes Delay up to \$500,000):	\$299,755
Keenan Management Fee:	\$310,000
JPA Administration:	\$5,000
<b>Mandatory Coverage Total</b>	<b>\$2,103,034.21</b>
Builders Risk Optional Coverage Total	\$0.00
<b>Grand Total</b>	<b>\$2,103,034.21</b>

SEWUP Program pricing includes coverage identified above (including any taxes & fees), insurance administration, claims support, loss control and safety services to support your project team.

### SEWUP Builder's Risk COVERAGE OPTIONS

		<b>Premium</b>		
<b>Delay (%of CV):</b>	<b>10%</b>	<b>Included</b>	<input type="checkbox"/>	Yes <input type="checkbox"/> No
Limit:	\$5,000,000.00			
Deductible:	7 day waiting period			
<b>Flood:</b>		<b>Included</b>	<input type="checkbox"/>	Yes <input type="checkbox"/> No
Limit:	Total Insured Value (TIV)			
Deductible:	\$50,000.00			
Includes Delay Flood:	15 – day waiting period			
<b>Damage to Existing Property</b>		<b>Included</b>	<input type="checkbox"/>	Yes <input type="checkbox"/> No
Limit:	\$250,000.00			
Deductible:	\$25,000.00			
<b>Earth Movement:</b>		<b>Not Quoted</b>	<input type="checkbox"/>	Yes <input type="checkbox"/> No
Limit:				
Deductible:				
Includes Delay EQ:				

**General Notations**

- Escalation Clause: Any change order that results in an increase in Total Insured Value of 15% or more from original estimate must be reported to Keenan and ACE within 90 days and applies throughout the project term.
- Construction value should not include costs for asbestos and hazardous material contractors.
- All policies are subject to audit. The SEWUP JPA will invoice for change in premium due to revision in construction value. Any extensions of term on the Builder's Risk will be subject to additional premium.
- CA State required D-1 Form - This mandatory disclosure form must be in 16-point bold type font and signed and dated by the insured at the time insurance is placed for each line of coverage under the Program's Master Insurance Policies, issued by Surplus Lines Insurer. The original signed D-1 forms will be kept on file for each project enrolled under each of these master SEWUP policies during the course of the Master Policy term as required by California Insurance Code Section 1764.1(a)(1).
- The Phase VII coverage is intended to remain in effect for the length of the Project or through October 1, 2022 at 12:01am, whichever comes first.

I hereby accept or decline the SEWUP Program coverages and optional coverages indicated above and authorize Keenan & Associates to bind coverage as indicated in this proposal. For any coverage(s) that I voluntarily decline, I understand the District will be uninsured through the SEWUP JPA should a claim and/or allegation arise for the coverage that would have been provided had I accepted the coverage.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_