Revision of Section 107 - Owner Provided Insurance

Example Spec

Section of the Standard Specifications is hereby revised as follows:

In Subsection 107.15, add (i) as follows:

(i) Owner Provided Insurance. CDOT has procured Builders Risk insurance and Contractors Pollution Liability insurance for this project. The terms of the insurance are listed below. The policies are available for review in the Resident Engineers office. A Project Insurance Manual (PIM) that outlines the claim procedure is available for review in the Resident Engineers office and copies will be given to the successful Contractor and Subcontractors.

Builders Risk Insurance.

CDOT will procure, pay for, and maintain a builder’s risk insurance policy, including coverage for in-transit and off-site storage, to protect the interests of the Insured’s, including CDOT, Project Contractors and its subcontractors, against the risk of loss or damage to the Work during construction at the Project Site. Such policy will include a waiver of subrogation in favor of CDOT, CDOT’s Engineer, Construction Manager, Contractors, and subcontractors.

Coverage will include all materials, supplies and equipment that are intended for specific installation in the Project while such materials, supplies and equipment are located at the Project Site, in transit or while temporarily located away from the Project Site for the purpose of storage at the risk of one of the insured parties, as agreed upon by the CDOT in writing in advance of such transit or storage.

POLICY COVERAGE FORM AND EXCLUSIONS [EXAMPLES]:

Commercial Inland Marine – Builders Risk Coverage Form

Endorsements:

Extra Expense Endorsement

Elite Property Enhancement: Builders Risk – sub limits apply

Builders Risk Warranties

Exclusions:

Government Action

Nuclear Hazard

War and Military Action

Ordinance or Law

Water – modified or deleted by endorsement

Earth Movement

Mold Exclusion

Flood and Earthquake

Workmanship – Omission in, or faulty, inadequate or defective

Policy Coverage Extensions (sub limits may apply):

Fire Department Service Charges

Valuable Papers and Records

Trees, Shrubs and Plants

Debris Removal

Pollutant Clean Up and Removal

This insurance will not include any coverage for tools or clothing of workers or any tools, equipment, protective fencing, scaffolding, and equipment owned, rented or used by Contractor and used in the performance of the Work, or work performed at off-site fabrication facilities. Contractor shall waive any such rights of recovery from CDOT and/or the OCIP Policies.

Contractor shall be responsible for repayment of any deductible for Property Damage up to $25,000 per occurrence to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts, or the acts of its subcontractors, or any other entity or person for whom it may be responsible, with no increase in the Contract amount. Contractor may not seek contribution of this deductible from its subcontractors.

NOTE: The Builders Risk policy terms vary from policy to policy, and such insurance provided by the CDOT will be subject to such limits of liability, exclusions and deductibles as CDOT may negotiate in its discretion. Contractor is advised to consult the terms of the policy to ascertain its terms.

Contractor’s Pollution Liability.

CDOT will procure, pay for and maintain Contractor’s Pollution Liability insurance in the following limits:

$ 25,000,000 Per Claim

$ 25,000,000 Aggregate

Claims Expenses (including Defense Costs) within limits.

Coverage will include Bodily Injury or Property Damage from a pollution event as defined within the policy form resulting from covered operations or completed operations of the Work performed at the Project Site.

Contractor shall be responsible for repayment of any deductible associated with the activities of the Contractor or their subcontractors up to $25,000 per occurrence to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts, or the acts of its Project Contractors and subcontractors, or any other entity or person for whom it may be responsible, with no increase in the Contract amount. Deductible payment shall be to CDOT Risk Management and shall be within 30? days of the claim being filed.

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INSTRUCTIONS TO DESIGNERS (delete instructions and symbols from final draft)

[[This spec will become three specifications, one for Builders Risk and one for Contractor’s Pollution Liability and one combined.]]

Use this specification [[Builders Risk]] when the project has large or unique vertical construction such as bridge, walls, pedestrian structures, tunnels, etc. Coordinate the use of this spec with the CDOT Risk Manager.

Use this specification [[Contractor’s Pollution Liability]] when the project has known environmental concerns. Coordinate the use of this spec with the CDOT Risk Manager.

See Design Bulletin 2013-?