

MSD’S DRAFT INSURANCE AND BONDING REQUIREMENTS for FBI Project as of 12-28-2021

(All information provided is to be considered preliminary and is subject to change; Specific requirements to be provided with RFP procurement documents)

CONSTRUCTION – EJCDC SPECIFICATIONS – LARGE CONSTRUCTION

Commercial General Liability	\$2,000,000 per occurrence \$4,000,000 per project Dedicated Aggregate	Commercial General Liability shall include the following: (any exclusions must be stated in Description of Operations) <ol style="list-style-type: none"> 1. Premises – Operations Liability 2. Blanket Contractual Liability 3. Products & Ongoing and Completed Operations Liability 4. Contractor’s Protective Liability (Independent Contractors) 5. Personal Injury Liability 6. Broad Form Property Damage Liability Endorsement or the broadest commercially available endorsements to narrow Coverage A exclusions j(5), j(6), and l. 7. Coverage for XCU 8. Blasting (if within scope of work) 9. Separation of Insureds other than limitation of liability Commercial General Liability coverage is Primary and Non-Contributory for required Additional Insureds
Business Auto Liability	\$1,000,000 Combined Single Limit	Shall apply to all “owned, non-owned and hired vehicles” Business Auto Liability is Primary and Non-Contributory for required Additional Insureds
Workers Compensation & Employers’ Liability Insurance	Workers Compensation at Statutory Limits +	Employers’ Liability Limits: \$500,000 each Accident \$500,000 Disease each Employee \$500,000 Disease Policy Limit
Excess (Umbrella) Coverage	\$50,000,000 per occurrence \$50,000,000 Aggregate	Applies to CGL, Business Auto & Employers Liability, with coverage at least as broad as the required primary policies. Excess (Umbrella) Coverage shall apply upon exhaustion of primary limits with priority and without contribution from coverage maintained by required Additional Insureds

Pollution Liability	\$10,000,000 per claim OR occurrence \$10,000,000 Aggregate	If combined with professional liability separate limits in the amounts required for each must be provided. If written on a claims-made basis, shall contain an extended reporting or discovery "tail" period or be renewed for a period of not less than (5) years from the Project completion date and shall contain a retroactive date effective before the commencement of any design-build work related to the FBI Project.
Professional Liability	\$25,000,000 per claim OR occurrence \$25,000,000 Aggregate	If combined with pollution liability separate limits in the amounts required for each must be provided. If written on a claims-made basis, shall contain an extended reporting or discovery "tail" period or be renewed for a period of not less than (5) years from the Project completion date and shall contain a retroactive date effective before the commencement of any professional services related to FBI Project
Deductible/Self Insured Retention	If Deductible/Retention >\$100,000	Must be approved by Risk Management Group
Builder's All Risk	Design-Builder first \$10,000,000 MSD provided after first \$10,000,000 up to Full Replacement Value	Shall cover all design-build work (including testing and commissioning), temporary structures, materials, supplies, machinery, and equipment at sites, while in transit, and at any temporary off-site location on an all risk basis, including coverage for perils of equipment breakdown, flood, water intrusion, earth movement, collapse, and terrorism. Shall include delay startup/completion coverage. Shall include the District as Named Insured and First Loss Payee.

GENERAL INFORMATION RELATIVE TO INSURANCE & BOND SPECIFICATIONS for FBI Project as of 12-28-2021
(preliminary information subject to change)

INSURANCE & BOND RATING:

BOND: "A" and a financial rating of Class V or better

CERT: Licensed to do business (admitted) in Missouri – Rating: "A-" or better; Financial Rating: Class VI or better

BOND:

Contract Performance and Payment Bond is required for the full amount of the contract price by the legal entity (i.e., either the Prime or the Joint Venture) that is proposing. Should the submitting entity be a JV, each member of the JV will be jointly and severally liable to MSD for all obligations under the Contract (similarly if the entity is an LLC).

INDEMNIFICATION:

"...shall continue not only during the time period in which the Contractor performs the work but shall continue thereafter for a period of five (5) years after final acceptance."

REQUIRED CLAUSE FOR COVERAGE & TO APPEAR ON CERTIFICATE FOR ALL LIABILITY POLICIES EXCEPT WORKERS COMPENSATION/EMPLOYERS' LIABILITY AND PROFESSIONAL LIABILITY POLICIES:

"The District (including its Trustees, directors, officers, agents and employees), the Consultant _____, and the following Sub-Consultants _____, shall be named as 'Additional Insured(s)' for all required insurance coverage (with the exception of pollution liability, professional liability and workers compensation coverage) with respect to the Fluidized Bed Incinerator Project (No. _____).

INSURANCE REQUIREMENTS for JOINT VENTURE BIDDERS

In the event the Proposer is a joint venture/partnership, the following additional requirements shall apply:

1. If the joint venture secures separate stand-alone coverage in the name of the joint venture for one or more of the required lines of coverage, each of the requirements as to coverage and limits shall apply and the certificate of insurance shall so indicate. The District may request copies of the endorsements &/or policies of insurance to verify that coverage is in the name of the joint venture.
2. If separate stand-alone coverage in the name of the joint venture is not provided for one or more of the required lines of coverage, then for each such line of required coverage, the following requirements shall apply: (i) the coverages of each of the joint venture members must provide specific endorsements to each such line of required coverage; (ii) The joint venture shall be endorsed to each such line of coverage; (iii) The joint

venture and each member of the joint venture must be “named insureds” for each such line of coverage; (iv) there shall be no exclusions for joint ventures or partnerships; and (iv) the certificates of insurance for each such joint venture member shall be provided and shall reflect compliance with these requirements.

WAIVER OF SUBROGATION:

All policies shall contain waiver of subrogation against the District (including its Trustees, directors, officers, agents and employees), the named Consultant and any named Sub-Consultants.