

Emergency Claims Protocol

Property Rendered Uninhabitable

Contracting for an emergency property claim
remediation, repair and or replacement.

This protocol is written to help member school districts manage claims involving damage to property that forces the district to remove occupants from a property and not use the property until it is restored to a habitable condition. Causes that could create such a loss can come from fire, flood, earthquake and sudden onset mold damage.

This protocol will help a member district best manage the above claim scenario by rapidly arranging for needed contracting services to remediate, repair or replace damaged property.

This protocol does not apply to property claims that do not render premise uninhabitable as they don't require an immediate emergency response.



Creating Safer, Healthier School Environments

ACCASBO • BCIP • GCSSD • SEJIF

www.spelljif.com • (856) 446-9128

P.O. Box 449 • Marlton, NJ 08053

Emergency Claims Protocol

Property Rendered Uninhabitable

Please do all that you can to help mitigate property damage and protect evidence.

- Don't take a vehicle that is probably a total loss to a body shop because it will just accrue storage fees and later be totaled.
- When a pipe breaks it is always ok to get a plumber out to fix the plumbing.
- Take pictures of everything.
- Get important papers up off the ground level after a pipe break or before a storm.
- Board up windows after they have been broken.

In general, lessen the associated claim cost in every possible and practical way.

Remediation companies assist in this regard. They will complete emergency services and in many cases and can complete the repairs as well. We recommend All Risk and/or Rapid Recovery who will each go anywhere in the state. There are also several national companies such as ServPro, ServiceMaster and Stanley Steemer that operate locally owned franchises. Some of the franchises operate at a higher level than others and we might suggest trying to get to know which ones in your area are prepared for your potential needs.

Report the claim to Qual-Lynx immediately. Qual-Lynx can be reached during non-office hours for emergencies at 609-287-8569 and during normal hours at 609-653-8400 or by fax at 609-601-3192.

Provide us with all possible information as early in the claim process as possible. This information could assist with subrogation potential against another party or possibly the need to get an expert out to the scene.

Anything that you feel you must be discarded or repaired prior to our ability to inspect must be photographed as evidence of the damages.

Keep items that may be considered evidence locked away until we or someone on our behalf can take possession and not spoil the chain of custody.

Keep all receipts and rental agreements for claim submission to Qual-Lynx.



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Property Damage Claims Requiring Emergency Response

Compliance with 18A:18A-7 Emergency Repairs and NJAC 5.34-6.1 Emergency Purchases and Contracts is required. A copy of each is attached.

BOE Actions:

1. Secure property, if practical, to stop or minimize additional damage.
2. Notify district Purchasing Agent, Business Administrator and Superintendent.
3. Report Claim to Qual-Lynx (Chris Roselli).
4. Request coverage determination and authorization to proceed with clean-up, repairs, remediation, etc., from Qual-Lynx.
5. Contract for emergency work with all necessary contractors. The contract(s) for the emergency work will be between the district and the contractor(s). Qual-Lynx may provide suggested contractors to use. It is the district's decision as to whom they choose to use.
6. Have a signed contract with each contractor doing emergency work (see attached).
7. As soon as reasonably possible, but within three days, the chief school administrator shall notify the county superintendent of schools.

Pollution/Mold Claims –

1. Call the Beazley Environmental Claim Hotline: Beazley NOW (800) 347-4384 within 24 hours.

Follow your Hotline Report with an email to Brad Hoffman (Brad_Hoffman@ajg.com) and Joe Lisciandri (jlisciandri@qual-lynx.com) with a summary of the loss and the Beazley claim number.

2. Contact one of the JIF Administrators, if confused:

a. Craig Wilkie	Phone: (856) 446-9128	E-mail: craig_wilkie@ajg.com
b. Scott Tennant	Phone: (856) 446-9181	E-mail: scott_tennant@ajg.com
c. Brad Hoffman	Phone: (856) 446-9132	E-mail: brad_hoffman@ajg.com

Payments to Contractors

1. District Pays Contractors
2. If Covered by Insurance – Qual Lynx and/or AIG-Chartis issues reimbursement (minus associated deductible/s) to district.

EMERGENCY RESPONSE AGREEMENT

3. **Schedule.** The time period to start and complete the project will be as agreed upon between Contractor and School District.
4. **Indemnification by School District.** School District hereby agrees to indemnify and hold Contractor harmless from and against any and all losses, liabilities, claims and costs, including legal costs, expenses and reasonable attorney's fees, which Contractor may incur, become responsible for, or pay out as the result of any breach by School District of any provision of the Agreement, or otherwise resulting from the fault or negligence of School District or its agents, servants, and employees.
5. **Indemnification by Contractor.** Contractor hereby agrees to indemnify and hold School District harmless from and against any and all losses, liabilities, claims and costs, including legal costs, expenses and reasonable attorney's fees, which School District may incur, become responsible for, or pay out as the result of any breach by Contractor of any provision of the Agreement, or otherwise resulting from the fault or negligence of Contractor or its agents, servants, and employees.
6. **Duties of Contractor.** Contractor agrees that it will employ reasonable care in the conduct of its work under this agreement and that it will observe and comply with all applicable federal, state and local laws and regulations relating to the work.
7. **Termination.** If a party is in breach of this Agreement and fails to cure the breach with 24 hours after receiving notice of the breach from the other party, the other party may then give notice terminating this Agreement. In addition, either party may terminate this Agreement without cause by providing 3 days advance notice of termination to the other party. In the event of termination, the Contractor shall be paid for all services performed hereunder prior to the effective date of termination.
8. **Independent Contractor.** Contractor is and shall at all times be an independent contractor in connection with all services performed by it for the School District under this Agreement. Nothing in this Agreement shall be construed to constitute either party as the agent, employee, servant or partner of the other party.
9. **Changes.** School District and Contractor, without invalidating this Agreement, may order or request, respectively, changes in the work with the general scope of this Agreement. All changes in the work shall be authorized by School District by execution of a Field Work Order or Change Order.
10. **Insurance.** Contractor hereby certifies that it maintains and has in force insurance coverages on its operations in the following categories and in amounts not less than the coverage amounts stated below. Contractor will provide School District a Certificate of Insurance evidencing its insurance coverage and naming the School District as an additional insured not later than the close of business on the first regular business day on which work is performed:
 - I. **Commercial General Liability:**
 - a. Commercial General Liability with a \$2,000,000 Combined Single Limit of Liability per occurrence for Bodily Injury and Property Damage including Blanket Contractual Liability, Products Liability, Completed Operations and all Broad Form Comprehensive General Liability enhancements.
 - b. Contractor's insurance to be primary.

EMERGENCY RESPONSE AGREEMENT

- c. 30 day notice of intent to cancel, non-renew, or make material change in coverage.
- d. School District to be named as "Additional Insured."
- e. This Emergency Response Agreement must be endorsed to the policy without modification or change.

II. Automobile Liability:

- a. \$2,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.
- b. Coverage to include "Owned, Non-Owned, and Hired" automobiles.
- c. All other requirements the same as provided under "General Liability (b through e)" above.

III. Environmental Liability:

- a. Environmental Liability with a \$2,000,000 Combined Single Limit of Liability per claim for Bodily Injury, Property Damage and Errors and Omissions including Blanket Contractual Liability, Products Liability and Completed Operations.
- b. Contractor's insurance to be primary.
- c. 30 day notice of intent to cancel, non-renew, or make material change in coverage.
- d. School District to be named as "Additional Insured."
- e. This Emergency Response Agreement must be endorsed to the policy without modification or change.

IV. Workers Compensation:

- a. Certificate of Insurance indicating "statutory" limits.
- b. 30 day notice of intent to cancel, non-renew, or make material change in coverage.

V. Builder's Risk Insurance/Installation Floater:

Coverage is to be written on an "All Risk" form for property being purchased by the contractor for the project whether in transit, temporary storage and before acceptance by the owner. The policy must specify that proceeds of any such insurance for claims shall be used to repair or replace any such property on behalf of the District.

- 11. **Entire Agreement.** This Agreement and its attachments or exhibits represents the entire understanding and agreement between the parties and supersedes all prior agreements, whether written or oral, that may exist between the parties.
- 12. **Assignment and Subcontracts.** Neither party may assign this Agreement without the consent of the other party. Contractor may, in its sole discretion, enter into one or more subcontracts with subcontractors of its choice for the performance of services under this Agreement, subject to the approval of School District which will not be unreasonably withheld.
- 13. **Acceptance.** The School District, by its authorized representative, has read this Agreement, including all attachments and exhibits, and agrees to be bound hereby. The undersigned representative of the School District warrants that he has the authority to execute this Agreement on behalf of the School District.

EMERGENCY RESPONSE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

School District: _____

Address: _____

By: _____

Title: _____

Date: _____

Contractor: _____

Address: _____

By: _____

Title: _____

Date: _____