

INSURANCE HIGHLIGHTS continued

- Commercial General Liability (CGL)
 - Completed operations remain in effect for 3 years
 - Specific form endorsements required for Additional Insureds—Owner, Engineer
 - Various CGL provisions relocated from Supplementary Conditions to Insurance section of GCs (Article 6)
 - **Deleted** “eliminate the exclusion for property under Contractor’s care, custody, control” (impossible to get, and no longer needed)
 - In SCs, deleted separate coverage limits for Contractual Liability (always is the same as general CGL coverage)

ARTICLE 5 - BONDS AND INSURANCE

5.03 Certificates of insurance. Delete Paragraph 5.03B in its entirety.

5.04 Contractor's Insurance. Add the following new paragraphs immediately after Paragraph 5.04B.

- A. The Contractor shall indemnify and hold harmless the Owner and the Engineer against liability, claims and lawsuits of any kind, arising directly or indirectly from any act of the Contractor, its agents, suppliers, employees or subcontractors in the course of the work.
- B. The Contractor shall not commence work or allow any subcontractor to commence work under this contract until all insurance required herein and such insurance has been obtained and accepted by Owner. All such insurance contracts shall be maintained throughout the life of this contract and shall be evidenced by carrier's certificates filed with the Engineer. Said Insurance shall be for the protection of Contractor and any Subcontractors performing work covered by this Contract.
- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Workers' Compensation Insurance and related coverages under Paragraphs 5.04.A.1. and A.2 of the General Conditions:
 - a. State: Statutory
 - b. Applicable Federal (e.g. Longshoreman's): Statutory
 - c. Employer's Liability: \$1,000,000
 - 2. Contractor's General Liability Insurance under Paragraph 5.04.A.3. through A.6. of the General Conditions which shall include completed operations and product liability coverages—and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
 - a. General Aggregate: ~~\$1,000,000~~ \$2,000,000
 - b. Products – Completed Operations Aggregate: ~~\$1,000,000~~ \$2,000,000
 - c. Personal and Advertising injury: \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage): ~~\$2,000,000~~ \$1,000,000
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable: \$2,000,000
 - f. Excess Umbrella Liability:
 - 1) General Aggregate \$1,000,000
 - 2) Each Occurrence \$1,000,000
 - 3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
 - a. Combined Single Limit Bodily Injury and Property Damage, All owned, non-owned, and hired vehicles. \$1,000,000
 - 4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
 - a. Bodily Injury:
 - 1) Each Person \$1,000,000
 - 2) Each Accident \$1,000,000
 - b. Property Damage
 - 1) Each Person \$1,000,000
 - 2) Each Accident \$1,000,000