

INSURANCE

CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the furnishing and installing of project materials and services as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR' furnishing of the project materials and CONTRACTOR' other obligations under this agreement, whether the furnishing of contract goods or services, or other obligations are to be performed by CONTRACTOR, any subcontractor or supplier, or by anyone directly or indirectly employed by and of them.

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR' employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR' employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by an person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
5. claims for damages, other than to the materials to be delivered and installed by this contract, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The policies of insurance required by this Paragraph include Roseburg Urban Sanitary Authority, 1297 Grandview Avenue, Roseburg, Oregon 97470 as additional insured, subject to any customary exclusion in respect of professional liability. The coverage shall include

1. Coverage for the respective officers, directors, employees and agents of RUSA. The insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. Include at least the specific coverages and be written for not less than limits of liability provided below or required by Laws or Regulations, whichever is greater;
3. Include completed operations insurance;
4. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days prior written notice has been given to RUSA and CONTRACTOR.

5. Remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing nonconforming work done by CONTRACTOR.
6. With respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least 2 years after final payment.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts:

1. Workers' Compensation:
 - a. State: Statutory
 - b. Employer's Liability: \$500,000

2. CONTRACTOR'S General Liability under this Paragraph 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: \$2,000,000
 - b. Products (Completed Operations Aggregate): \$1,000,000
 - c. Personal and Advertising:
 - Injury: \$1,000,000
 - Each Occurrence (Bodily Injury and Property "Damage): \$1,000,000
 - d. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable
 - e. Excess or Umbrella Liability
 - General Aggregate: \$2,000,000
 - Each Occurrence: \$1,000,000

3. Automobile Liability:
 - a. Bodily Injury:
 - Each person: \$1,000,000
 - Each Accident: \$1,000,000
 - b. Property Damage: Each person: Combined Singled Limit of: \$1,000,000

CONTRACTOR shall deliver to RUSA, with copies of each additional insurance identified in these Supplementary Conditions, certificates of insurance (and other evidence requested by RUSA or any other additional insured) which CONTRACTOR is required to purchase and maintain.

If RUSA has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained on the basis of nonconformance with the Contract Documents, RUSA shall notify CONTRACTOR in writing within 10 days after receipt of the certificates or other evidence required by this Agreement.

CONTRACTOR shall provide such additional information in respect to insurance as RUSA shall reasonably request.

Construction Specifications

- Construction Specifications Institute MasterFormat
- Oregon Standard Specifications for Construction
- Approved in house prepared Specifications