

# **SUPPLEMENTARY CONDITIONS**

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## **SUPPLEMENTARY CONDITIONS**

### **(SPECIAL PROVISIONS)**

#### **5.04 Contractor's Liability Insurance**

##### **SC-5.04 Add the following Article 5, 5.04:**

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. Worker's Compensation Insurance

a. Provide Worker's Compensation Insurance to cover full liability under the Worker's Compensation Law. Protect against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of the Workmen's Compensation Law. As a minimum, comply with the statutory limits defined by the State of Utah.

2. General Liability Insurance

a. Insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to any person or damage to property of others arising out of any act of omission of the Contractor; and in addition, this policy shall specifically provide Contractor's Protective Liability Insurance, and Contractual Liability Insurance covering the obligations stipulated in this project.

b. The Contractor shall provide and maintain insurance to protect the Owner against any and all claims for damages for personal injury, including accidental death, as well as from claims under the Contract, or any of this Subcontractor, or by anyone directly or indirectly employed by the Contractor or his Subcontractors.

c. Provide General Liability insurance with the following minimum limits of liability:

- \$1,000,000 Bodily Injury and Property Damage – Each Accident

- \$2,000,000 Bodily Injury – General Aggregate

- \$2,000,000 Products and Complete Operations – Annual Aggregate

3. Automobile Liability Insurance

a. Insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired by Contractor.

a. Provide Automobile Liability Insurance with the following minimum limits:

- \$1,000,000 Bodily Injury (Each Person)

- \$1,000,000 Bodily Injury (Each Occurrence)

- \$1,000,000 Property Damage (Each Occurrence or Combined Single Limit)

4. Provide the following for all required liability insurance policies:

a. Where and when applicable, name as insured, only in respect to work to be preformed under this Contract, the Engineer, Friends of Tracy Aviary, and all institutions, agencies, departments, authorities, and instrumentalities, and while acting within the scope of their duties, all volunteers as well as members of governing bodies, boards, commissions, and advisory committees.

b. Coverage for the above insured is primary and not contributing.

c. Incorporate into the insurance policy this statement: "Insurance coverage is extended to include claims reported up to one year beyond the date of substantial completion of this Contract".

8. Contractor and all subcontractors provide Owner with certificates of insurance showing that they are covered as required above prior to entering the project site or beginning project work. The certificates will also state that the policies required are endorsed to give Owner and Engineer not less than 30 days' prior notice in the event of cancellation or change in coverage.

9. Regardless of the Contractor insurance requirements required in these Special Provisions, insolvency, bankruptcy, or failure of any insurance company to pay all claims accrued does not relieve the Contractor of any obligations.

END OF SECTION C-800 S

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