LIABILITY INSURANCE
(A-54-0909)

Subsection 107.13 in the Standard Specifications is void and superseded by the following:

107.13 – Liability Insurance

Prior to execution of the contract, the Contractor shall obtain insurance coverage to fully protect it from loss associated with the work, and have at a minimum the insurance described below:

1. General Liability:
   Limits of at least:
   - $ 1,000,000 per Occurrence
   - $ 2,000,000 General Aggregate
   - $ 2,000,000 Completed Operations Aggregate
   - $ 1,000,000 Personal and Advertising Injury

   a. Contractor shall be responsible for the payment of any deductibles.

   b. Coverage shall be provided by a standard form Commercial General Liability Policy (CG0001 or equivalent) covering bodily injury, property damage including loss of use, and personal injury.

   c. The General Aggregate shall apply on a Per Project Basis.

   d. The Owner and the State of Nebraska, Department of Roads, shall be named as Additional Insureds on a primary and non-contributory basis including completed operations for three (3) years after final acceptance and payment.

   e. Contractor agrees to waive its rights of recovery against the Owner and the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the Owner and the State of Nebraska, Department of Roads shall be added to the policy.

   f. Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.

   g. If work is being performed near a railroad track, the 50' railroad right of way exclusion must be deleted.

   h. Products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of three years after final acceptance and payment.

   i. Coverage shall be included for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below surface of ground (XCU coverage).

j. Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations as per standard CG0001 Pollution Exclusion or equivalent. If the standard pollution exclusion as provided by CG0001 has been amended, coverage must be substituted with a separate Pollution Liability policy of $1.0 million per occurrence and $2.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Contractor.

2. Automobile Liability:
Limits of at least:
$ 1,000,000 CSL per Accident

a. Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

b. If work is being performed near a railroad track, the 50-foot railroad right of way exclusion must be deleted.

c. Contractor agrees to waive its rights of recovery against the Owner and the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the Owner and the State of Nebraska, Department of Roads, shall be added to the policy.

3. Workers' Compensation:
Limit: Statutory coverage for the State where the project is located.
Employer's Liability limits: $500,000 Each Accident
$500,000 Disease – Per Person
$500,000 Disease – Policy Limit

a. Contractor agrees to waive its rights of recovery against the Owner and the State of Nebraska, Department of Roads. Waiver of Subrogation in favor of the Owner and the State of Nebraska, Department of Roads shall be added to the policy.

b. Where applicable, the Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy.

4. Umbrella/Excess:
Limits of at least:
$1,000,000 per Occurrence

a. Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Automobile Liability.

b. The Owner and the State of Nebraska, Department of Roads, shall be "Additional Insureds."

c. Contractor agrees to waive its rights of recovery against the Owner and the State of Nebraska, Department of Roads. Waiver of subrogation in favor of the Owner and the State of Nebraska, Department of Roads shall be provided.

5. Pollution Liability:

   a. When "hazardous wastes" or contaminated or polluted materials must be handled and/or moved, the Contractor shall obtain Pollution Liability Coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate.

   b. If, during the course of construction, hazardous wastes, contaminated or polluted material are discovered on the project, the Contractor shall immediately cease any operation that may disturb these materials, and shall immediately notify the Engineer of all facts related to the discovery of these materials.

   c. Unforeseen work related to the discovery of hazardous, contaminated or polluted materials on the project, and the extra cost, if any, of pollution liability coverage will be handled as "extra work."

6. Additional Requirements:

   a. The Contractor shall provide and carry any additional insurance required by the Special Provisions.

   b. Except as otherwise provided herein, all insurance shall be kept in full force and effect until after the State releases the Contractor from all obligations under the contract.

   c. If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subcontractor or subcontractors (at any tier) to cover all operations.

   d. Any insurance policy shall be written by an insurance company with a Best's Insurance Guide Rating of A – VII or better.

   e. Prior to execution of the contract, Contractor shall provide Owner and the State of Nebraska, Department of Roads evidence of such insurance coverage in effect in the form of an Accord (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s), containing a clause granting at least 30 days prior written notice to the Owner and State of cancellation. Certificates of insurance shall show the Owner and Nebraska Department of Roads as the certificate holders.

   f. Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.

   g. The limits of coverage set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors/tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Contractor, subcontractor, or tier subcontractors of any responsibility or liability under the contract.

   h. If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.