



REGIONAL CONSTRUCTION STANDARDS

FIFTH EDITION

Publication Update #11

Full Committee Approved Proposed Revision #16A
as Publication Update #11.

Modify Paragraph 103.4.3.H and
Paragraph 108.12.1

April 24, 2014

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**CDM
Smith**

The Contractor shall purchase and maintain during the life of this Agreement such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any Subcontractors performing Work covered by this Agreement from claims for damages, whether such operations be by him or any Subcontractor, or by anyone directly or indirectly employed by either of them.

(3) Commercial General Liability Including Contractual and Completed Operations.

Limit of Liability - \$1,000,000 Per Occurrence

(4) Excess Liability Including Employers Liability, Commercial Auto Liability and Commercial General Liability.

Limit of Liability - \$1,000,000 Per Occurrence
\$3,000,000 Aggregate

B. The Contractor shall be responsible for securing the Work site and shall assume all risk for vandalism or other damage that may occur, to project components, during construction.

C. The Owner shall be named as an additional insured on the Commercial General Liability per ISO 2010 on a primary basis. The Contractor shall obtain a waiver of subrogation from its insurers on Worker's Compensation and All Risk Insurance policies. This requirement may be satisfied by obtaining appropriate endorsements to any master or blanket policy of insurance maintained. Owner's Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy

D. Contingent liability and property damage insurance to protect the Owner (or his employees and agents, including the Engineer) shall be provided by endorsements to general liability or property damage policies. All aforesaid policies shall be endorsed to provide that the insurance company shall notify the Owner if policies are to be terminated or altered during the life of the contract.

E. The General Liability insurance shall carry a contractual liability endorsement covering the hold harmless agreements contained in the Owner standard contract and the certificates filed with the Owner shall show that the contractual liability coverage has been obtained.

F. Insurance coverage for personal injury and property damage, including insurance on vehicles and equipment, shall be in the same company.

G. The Contractor shall also be required to submit to the Owner evidence of insurance coverage or self-insurance for all claims arising under the Worker's Compensation Laws of the State of Virginia.

H. **To the fullest extent permitted by Law or Regulation, the Contractor will shall** indemnify and hold harmless the Owner, and the Owner's officers, agents, employees, and other representatives, against any liability, loss or expense (including the loss of use of the Project), due to any act or omission of Contractor or any of their Subcontractors or of any of their respective employees in connection with the Work of the Contractor hereunder ~~or due to any omissions or supervisory acts of the Owner in connection with the Work performed by~~

the Contractor, except to the extent such liability, loss, or expense is caused by or results solely from the negligence of the Owner, its agents, or employees.

December 2010
April 2014 – Update #11
Project Title
Date
Owner
Bid Number

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of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act, errors, omissions, recklessness, or intentionally wrongful conduct of the Contractor, any Subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by ~~any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of~~ **This paragraph shall not require indemnification for a particular claim, cost, loss, or damage to the extent caused by or resulting solely from the negligence of any such person the Owner, its agents, or entity employees.**

- 12.2. In any and all claims against the Owner or any of the Owner's consultants, agents, officers, directors, or employees by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 12.3. The indemnification obligations of the Contractor shall not extend to the damages caused by the Owner and the Owner's consultants, officers, directors, employees or agents resulting from the negligent preparation or approval of, Drawings, or Specifications.

End of Section