**Insurance Exhibit – Template Language for Architectural & Engineering (A&E)**

***and* for Construction Manager**

**INSURANCE REQUIREMENTS**

Contractor/Consultant shall obtain at Contractor/Consultant’s expense the insurance specified in this Exhibit prior to performing under this Contract. Contractor/Consultant shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor/Consultant shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers’ Compensation. Contractor/Consultant shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Contractor/Consultant maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, the Agency shall be entitled to the broader coverage and/or higher limits maintained by Contractor/Consultant.

**WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY INSURANCE:**

All employers, including Contractor/Consultant, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Contractor/Consultant is a subject employer, as defined in ORS 656.023, Contractor/Consultant shall also obtain Employers' Liability Insurance coverage with limits not less than $1,000,000 each accident.

If Contractor/Consultant is an employer subject to any other state’s workers’ compensation law, Contractor/Consultant shall provide Workers’ Compensation Insurance for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than $1,000,000.

As applicable, Contractor/Consultant shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

Contractor/Consultant shall require and ensure that each of its Subcontractor/Consultants complies with these requirements.

**COMMERCIAL GENERAL LIABILITY INSURANCE:**

Contractor/Consultant shall provide Commercial General Liability Insurance covering bodily injury and property damage written on an ISO CG 00 01 10 01 (or equivalent). This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract and must have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than $\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence and not less than $\_\_\_\_\_\_\_\_\_\_\_\_ annual aggregate.

**AUTOMOBILE LIABILITY INSURANCE:**

[ ]  **Required** [ ]  **Not required**

Contractor/Consultant shall provide Automobile Liability Insurance covering Contractor/Consultant’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $\_\_\_\_\_\_\_\_\_ for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**PROFESSIONAL LIABILITY INSURANCE:**

[ ]  **Required** [ ]  **Not required**

Contractor/Consultant shall provide Professional Liability Insurancecovering any damages caused by an error, omission or any negligent acts related to the work, including design services, to be provided under this Contract by the Contractor/Consultant and Contractor/Consultant’s subcontractors, agents, officers or employees in an amount not less than $\_\_\_\_\_\_\_\_\_ per claim and not less than $\_\_\_\_\_\_\_\_\_ annual aggregate.

If coverage is provided on a claims made basis, the retroactive date of the policy must be prior to the inception of the work and an extended reporting period equal to the statute of ultimate repose shall be included in the Professional Liability Insurance coverage.

**EXCESS/UMBRELLA INSURANCE:**

[ ]  **Required** [ ]  **Not required**

Excess/umbrella insurance coverage in the sum of $\_\_\_\_\_\_\_\_\_ shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor/Consultant obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, Excess and Umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this Excess/Umbrella insurance requirement.

If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/Umbrella insurance.

**WAIVER OF SUBROGATION:**

Contractor/Consultant grants to Owner a waiver of any right to subrogation that the Contractor/Consultant or its insurers may acquire against the Owner by virtue of the payment of any loss under any Workers’ Compensation, Commercial General Liability, Automobile Liability and Excess/Umbrella insurance required under this Contract. Contractor/Consultant agrees to obtain from their insurer(s) any endorsements necessary to affect this waiver of subrogation.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers’ Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Contractor/Consultant's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the state requires additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor’s activities to be performed under the Contract. The Additional Insured endorsement with respect to liability arising out of Contractors ongoing operations must be on or least as broad as ISO Form CG 20 10 07 04 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37 07 04.

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance provided is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor/Consultant shall maintain Continuous Claims Made Coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

1. Contractor/Consultant ’s completion and Agency’s acceptance of all Services required under the Contract, or
2. Agency or Contractor/Consultant termination of this Contract, or
3. The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Contractor/Consultant shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall include all required endorsements or copies of the applicable policy language affecting coverage required by this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also verify a waiver of subrogation provision in favor of the Owner is included in the Workers’ Compensation, Commercial General Liability, Automobile Liability, and Excess/Umbrella policies. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The Contractor/Consultant or its insurer must provide at least 30 days’ written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Contractor/Consultant agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor/Consultant and Agency.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor/Consultant shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this Exhibit.

**Additional Coverages That May Apply:**

**AIRCRAFT LIABILITY INSURANCE:**

[ ]  **Required** [ ]   **Not required**

Contractor/Consultant shall provide Aircraft Liability Insurance with a combined single limit for bodily injury and property damage liability including passengers (if carrying passengers other than crew members) of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence/aggregate.

**BAILEE’S COVERAGE INSURANCE:**

[ ]  **Required** [ ]   **Not required**

Contractor/Consultant shall provide Bailee’s Insurance covering any and all State property left in the care, custody, or control of the Contractor/Consultant. Coverage shall include valuable papers, including but not limited to microfilm. Coverage shall be written on an occurrence basis with a combined single limit per occurrence of not be less than $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ for each site or location.

**CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND:**

[ ]  **Required** [ ]  **Not required**

Contractor/Consultant shall provide employee Dishonesty or Fidelity Bond coverages for loss of state-owned property by dishonest acts of an employee of the Contractor/Consultant. Coverage limits of not be less than $ \_\_\_\_\_\_\_.

**(DRONE) / UNMANNED AIRCRAFT SYSTEMS / UNMANEED AERIAL VEHICLE LIABILITY INSURANCE:**

[ ]  **Required** [ ]  **Not required**

Contractor/Consultant shall provide Drone Liability Insurance covering bodily injury, property damage, and personal and advertising injury caused by owned and non-owned drones including the drone’s payload and/or dispensable loads in a form and with coverage that are satisfactory to the Owner. This insurance shall include premises liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, operation, or territory of operation. Coverage shall be written on an occurrence basis in a combined single limit amount of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence.

**MARINE RELATED INSURANCE COVERAGES:**

Contractor/Consultant shall provide when the Work to be performed entails the use of watercraft such as barges, tugboats, work boats, supply boats, etc. then additional marine related insurance coverages will apply. Contact DAS Risk Management for assistance with a risk assessment and for approved insurance requirement language.