**Insurance Exhibit – Template Language Public Improvement Contracts (Tradition Construction – Design/Build; General Contractor; Construction Mgr/General Contractor)**

**INSURANCE REQUIREMENTS**

Contractor shall obtain at Contractor’s expense the insurance specified in this Exhibit prior to performing under this Contract. Contractor shall maintain such insurance it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period, and all warranty periods that apply. Contractor 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 must be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers’ Compensation. Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Contractor maintains broader coverage and/or higher limits than the Agency requires or limits shown in this insurance requirement exhibit, Agency shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

**WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY**

All employers, including Contractor, 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 is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability insurance coverage with limits not less than $1,000,000 each accident.

If Contractor is an employer subject to any other state’s workers’ compensation law, Contractor shall provide Workers’ Compensation Insurance coverage 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 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 shall require and ensure that each of its subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY**

Contractor 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 limit.

**AUTOMOBILE LIABILITY**

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

Contractor shall provide Automobile Liability Insurance covering Contractor’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).

1. **Automobile Liability Broadened Pollution Liability Coverage Endorsement**

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

If the Contractor is transporting any type of hazardous materials under the contract, then endorsements CA 99 48 or equivalent and MSC-90 (if the Contractor is a regulated motor carrier) are required on the Automobile Liability insurance coverage.

**CONTRACTOR’S PROFESSIONAL LIABILITY**

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

Contractor 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 and Contractor’s subcontractors, agents, officers, or employees in an amount not less than $\_\_\_\_\_\_\_\_\_ per claim and not less than $\_\_\_\_\_\_\_\_\_ annual aggregate limit. 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 must be included in the Professional Liability insurance coverage.

**CONTRACTOR’S POLLUTION LIABILITY**

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

Contractor shall provide Contractor’s Pollution Liability Insurance covering Contractor’s or appropriate Subcontractor’s liability for bodily injury, property damage, loss of use of property, loss of value of property, government ordered cleanup costs, natural resource damage, environmental damage, and environmental or natural resource damage resulting from sudden, accidental and gradual pollution and related cleanup costs incurred by Contractor, or Subcontractor if the coverage is obtained by the Subcontractor, all arising out of the goods or materials delivered or services (including transportation risk) performed under this Contract is required. Coverage must be written on an occurrence basis with a per loss limit of no less than $\_\_\_\_\_\_\_\_\_ and not less than $\_\_\_\_\_\_\_\_\_ annual aggregate limit. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limits.

1. **Asbestos Liability Endorsement**

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

The Contractor, or the Subcontractor, if the coverage is obtained by the Subcontractor, shall provide an Asbestos Liability endorsement to the pollution liability coverage. If an endorsement cannot be obtained, the Contractor or Subcontractor shall provide separate Asbestos Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the policy endorsed to state that the annual aggregate limit of liability must apply separately to the Contract.

1. **Lead Liability Endorsement**

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

The Contractor, or the Subcontractor, if the coverage is obtained by the Subcontractor, shall provide a Lead Liability endorsement to the pollution liability coverage. If an endorsement cannot be obtained, the Contractor or Subcontractor shall provide separate Lead Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the separate policy endorsed to state that the annual aggregate limit of liability must apply separately to the Contract.

**EXCESS/UMBRELLA INSURANCE**

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

Excess/Umbrella insurance coverage in the sum of $\_\_\_\_\_\_\_\_\_ must 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 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.

**BUILDER’S RISK AND INSTALLATION FLOATER INSURANCE**

1. **Builder’s Risk Insurance**

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

During the term of this Contract, contractor shall maintain and keep in effect Builders Risk insurance in an amount of no less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on a special form, including earthquake and flood, covering risks of physical loss or damage to the structure(s) including, without limitation, the transmission lines to the interconnected facilities, buildings, temporary structures, materials, supplies and equipment to be incorporated in the Work, and materials, supplies and equipment in transit and/or in an off-site storage location. For new construction, the contractor shall secure, be responsible for payment of premium, deductibles and any penalties associated with the policy. The policy must include coverage for “soft costs” resulting from delay in construction. As applicable, such insurance must cover all building(s), structures, facilities, or other improvements, as outlined in the contract, during construction and testing, and must include the Owner, Design-Builder (if applicable), Consultants, Contractors, and Subcontractors, sub-subcontractors to the Project as insureds. Any deductible must not exceed $50,000 for each loss, except the earthquake and flood deductible must not exceed five (5) percent of each loss or $50,000, whichever is more. The policy must be written on a replacement cost basis and must contain an agreed amount endorsement waiving any coinsurance penalty. The policy must include as loss payees the Owner, the Contractor and it Subcontractors as their interest may appear.

1. **Builder’s Risk Partial Occupancy Endorsement**

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

Contractor shall obtain and maintain a Permission for Partial Occupancy endorsement if the building will be partially occupied at any time during construction.

1. **Builder’s Risk Installation Floater Insurance**

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

Contractor shall obtain and keep in effect during the term of this Contract, a Builder's Risk Installation Floater in an amount of no less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for coverage of the materials and equipment to be used for completion of the Work performed under this Contract, including materials, supplies and equipment in transit and/or in an off-site storage location. This insurance must include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.

1. **Builder’s Risk Period**

Such insurance must be maintained until the later of (a) final payment is made, or (b) no person or entity other than the Owner has an insurable interested in the covered property.

1. **Builder’s Risk Losses**

A loss insured under the Builder’s Risk and Builder’s Risk Installation Floater must be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner must have power to adjust and settle a loss with insurers.

**WAIVER OF SUBROGATION**

Contractor grants to Owner a waiver of any right to subrogation that the Contractor or its insurers may acquire against the Owner by virtue of the payment of any loss under any property insurance policy required under this Contract, including Builder’s Risk Insurance and Builder’s Risk Installation Floater Insurance. Contractor 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 and Professional Liability and Directors and Officers Liability (if applicable), required under this Contract must include the State of Oregon, it’s officers, employees, and agents as Additional Insureds, including 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 this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

For Commercial General Liability, the Additional Insured endorsement with respect to liability arising out of Contractor’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**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 shall maintain continuous claims made liability 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 ’s completion and Agency’s acceptance of all Services required under the Contract, or
2. Agency or Contractor termination of this Contract, or
3. The expiration of all warranty periods provided under this Contract.

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

Contractor 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) must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured and include copies of all required additional insured endorsements (or equivalent). The Certificate(s) must also verify a waiver of subrogation provision in favor of the Owner is included in the Builder’s Risk and/or Builder’s Risk Installation Floater insurance policies and all other applicable insurance policies as allowed by law. If a Partial Occupancy endorsement is required under the Builder’ Risk and/or Builder’s Risk Installation Floater insurance policy, a copy of the endorsement must be provided with the Certificate. If a Contractor Pollution Liability coverage requirement includes an Asbestos Liability and/or Lead Liability endorsement(s), copies of the endorsement(s) must be provided with the Certificate. If the Contractor is transporting any hazardous material under this contract, copies of endorsements CA 99 48 or equivalent and MCS-90 (if applicable) must be included. 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 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 agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

**STATE ACCEPTANCE**

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor 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**

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

Contractor 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**

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

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

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

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

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

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

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

Contractor 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 must 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 must be written on an occurrence basis in a combined single limit amount of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence.

**MARINE RELATED INSURANCE COVERAGES**

Contractor 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.