

EXHIBIT G
GRANTEE INSURANCE REQUIREMENTS

1. GENERAL.

- a. If Grantee is NOT a unit of local government as defined in ORS 190.003, then Grantee shall: i) obtain at the Grantee's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Grantee 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 ODOT. Coverage shall be primary and noncontributory with any other insurance and self-insurance with the exception of Workers' Compensation/Employer's Liability. Grantee shall pay for all deductibles, self-insurance retention and self-insurance, if any.
- b. **INSURANCE REQUIREMENT REVIEW.**
Grantee agrees to periodic review of insurance requirements by ODOT under this Agreement and to provide updated requirements as mutually agreed upon by Grantee and ODOT.

2. TYPES AND AMOUNTS.

a. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.**

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability insurance with coverage limits of not less than \$500,000 each accident.

b. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Grantee shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability insurance shall not be less than the following amounts as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

c. **AUTOMOBILE LIABILITY.**

Automobile Liability insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property damage. Automobile Liability insurance shall not be less than the following amount as determined by ODOT:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

d. **EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. **ADDITIONAL INSURED.**

The liability insurance coverages, except Workers' Compensation/Employer's Liability, if included, must endorse the **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Grantee's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the certificate(s) of insurance and must be acceptable to ODOT.

3. NOTICE OF CANCELLATION OR CHANGE.

Grantee or its insurer must provide thirty (30) days' written notice to ODOT before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) OF INSURANCE.

ODOT shall obtain from Grantee a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) of insurance must identify or attach endorsements that endorse: i) **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception Workers' Compensation/Employer's Liability.

5. STATE ACCEPTANCE.

All insurance providers are subject to ODOT acceptance. If requested by ODOT, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to ODOT's representatives responsible for verification of the insurance coverages required under this **Exhibit G**.