

EXHIBIT G INSURANCE REQUIREMENTS

(a) Insurance Coverages – The CM/GC shall obtain, at its expense, and keep in effect during the term of the Contract, the insurance coverages listed below. ***The insurance coverages identified below as “Required for Construction Phase Services Work Only” may be obtained before but shall be obtained and in effect no later than the effective date of the first Early Work Amendment, or if no Early Work Amendments, then no later than the effective date of the GMP Amendment, and shall remain in effect during the remainder of the term of the Contract. The other insurance coverages must be obtained and in effect throughout the term of the Contract. If specified, some coverages may be required for a longer time period.*** The CM/GC may, however, contractually obligate an appropriate Subcontractor to obtain, at the Subcontractor's expense or at the CM/GC's expense, and keep in effect during the term of the Contract, pollution liability coverage, asbestos liability, lead liability, or automobile liability with pollution coverages, or such other types of insurance coverage that the Agency approves as types of insurance coverage that may be obtained by appropriate Subcontractors. If both the CM/GC and an appropriate Subcontractor will perform pollution-related Work or other Work that would be covered by the other above-described types of insurance permitted to be obtained by an appropriate Subcontractor, the insurance coverages listed below that correspond to such Work shall be obtained, at the CM/GC's or Subcontractor's expense, and shall cover the liability of the CM/GC and the Subcontractor, either under the same or separate insurance policies.

- (1) Workers' Compensation** - All employers, including the CM/GC and its Subcontractors, if any, that employ subject workers who are performing Work or providing labor or Materials under the Contract in the State, shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. The CM/GC shall ensure that each of its Subcontractors complies with these requirements.

The CM/GC shall certify in the Contract that the CM/GC is registered by the Oregon Workers' Compensation Division either as a carrier-insured employer, a self-insured employer, an exempt employer, or is an independent contractor who will perform the Work without the assistance of others.

The CM/GC shall ensure that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing any Work. **All employers who employ subject workers performing work from waterways shall provide Longshore and Harbor Workers' Compensation coverage in accordance with the United States Department of Labor Title 33 Chapter 18 as defined in section 903. Coverage.**

(2) Professional Liability Insurance – Not required of the CM/GC

- (3) Commercial General Liability** – The CM/GC shall provide commercial General Liability insurance covering bodily and property damage and with coverages that are satisfactory to the Agency. Combined single limit per occurrence and the annual aggregate limits shall not be less than:

- Combined single limit per occurrence:
- ☐ **\$5,000,000** covering “bodily injury” and “property damage”
- Annual aggregate limit:
 - ☐ **\$10,000,000**

This insurance shall include personal and advertising injury liability and products and completed operations coverage. Coverage may be written in combination with Commercial Automobile Liability Insurance, with separate limits for Commercial General Liability and Commercial Automobile Liability. Coverage shall be written on an occurrence basis. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

If the CM/GC's Commercial General Liability Insurance limits are less than the required limits stated above, the CM/GC shall obtain Excess or Umbrella Liability Insurance with sufficient limits that when added to the CM/GC's Commercial General Liability Insurance limits the total combined limits of Commercial General Liability Insurance and Excess or Umbrella Liability Insurance equal or exceed the above-stated Commercial General Liability Insurance limits required for this Project. The above-stated combined single limit per occurrence and the above-stated annual aggregate limit must each be met. Excess or Umbrella Liability Insurance coverage shall extend to the same perils, terms, and conditions as the underlying Commercial General Liability Insurance coverage.

- (4) Commercial Automobile Liability** – The CM/GC shall provide Commercial Automobile Liability Insurance covering all owned, non-owned and hired vehicles. The combined single limit per occurrence shall not be less than:

- Per occurrence limit of not less than ☐ **\$2,000,000**

This coverage may be written in combination with the Commercial General Liability Insurance, with separate limits for Commercial Automobile Liability and Commercial General Liability. If this coverage is written in combination with the Commercial General Liability, the policy shall be endorsed to state that the Commercial General Liability annual aggregate limit shall apply separately to the Contract.

(5) Commercial Automobile Liability with Pollution Coverage

☒ **Required for Construction Phase Services Work Only**

- Per occurrence limit of not less than ☐ **\$2,000,000**

If indicated above as “**Required for Construction Phase Services Work Only**”, the CM/GC, or the Subcontractor, if the coverage is obtained by the Subcontractor, shall provide Commercial Automobile Liability Insurance with Pollution coverage covering the CM/GC's liability, or the liability of an appropriate Subcontractor if the coverage is obtained by the Subcontractor, for bodily injury and property damage, and environmental damage arising out of the use of all owned, non-owned, or hired vehicles while performing Work under the Contract. If the coverage is obtained by the CM/GC, the coverage may be written in combination with the Commercial General Liability Insurance, with separate limits for Commercial Automobile Liability with Pollution Coverage and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount indicated above, or the amount required by the U.S. Department of Transportation, whichever is greater. If this coverage is written in combination with the Commercial General Liability, the policy shall be endorsed to state that the Commercial General Liability annual aggregate limit shall apply separately to the Contract.

Commercial Automobile Liability with Pollution Coverage is required for this Project because the Project includes pollution-related Work. If the CM/GC will be performing pollution-related Work, this coverage covering the CM/GC must be provided. If an appropriate Subcontractor, but not the CM/GC, will perform the pollution-related Work, Commercial Automobile Liability with Pollution Coverage covering the Subcontractor, but not the CM/GC must be provided. However, the CM/GC shall provide Commercial

Automobile Liability insurance coverage covering the CM/GC as provided in the Commercial Automobile Liability bullet above. If both the CM/GC and an appropriate Subcontractor will be performing pollution-related Work, Commercial Automobile Liability with Pollution Coverage covering both the CM/GC and the Subcontractor shall be provided, and the CM/GC may provide the coverage covering both the CM/GC and the Subcontractor, or the CM/GC and the Subcontractor may provide their own, separate, Commercial Automobile Liability with Pollution coverages.

Motor Truck Cargo Liability Coverage. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Motor Truck Cargo Liability Insurance covering loss to Agency owned cargo in transit during the performance of this contract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$2,000,000.

(6) Pollution Liability

☒ **Required for Construction Phase Services Work Only**

- Combined single limit per occurrence ☐ **\$5,000,000** covering "bodily injury" and "property damage"
- Annual aggregate limit ☐ **\$10,000,000.**

If indicated above as "**Required for Construction Phase Services Work Only**", Pollution Liability Insurance shall be provided covering the CM/GC's liability, or the liability of an appropriate Subcontractor if the coverage is obtained by the Subcontractor, for bodily injury and property damage, and environmental damage resulting from sudden and accidental pollution, gradual pollution, and related clean-up costs incurred by the CM/GC, or by the Subcontractor if the coverage is obtained by the Subcontractor, while performing Work required by the Contract. If the coverage is obtained by the CM/GC, the coverage may be written in combination with the Commercial General Liability Insurance, with separate limits for Pollution Liability and Commercial General Liability. Combined single limit per occurrence and the annual aggregate limit shall not be less than the dollar amounts indicated above. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

(8) Lead Liability

☒ **Required for Construction Phase Services Work Only**

If indicated above as "**Required for Construction Phase Services Work Only**", the CM/GC, 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 CM/GC 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 policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

- (9) Builders' Risk – Required for Construction Phase Services Work Only. The CM/GC shall obtain and keep in effect during the term of the Contract, Builders' Risk insurance on a policy form acceptable to the Agency covering all risks of direct physical loss, including, without limitation, earthquake and flood damage, for an amount equal to at least the value indicated in the Early Work Amendment or GMP Amendment, but no less than \$5,000,000. Within 45 days after the execution of the Early Work Amendment or GMP Amendment the CM/GC shall provide the Agency with a copy of the Builders' Risk insurance policy, any endorsements and a certificate of insurance. Any deductible amount shall not exceed \$500,000 for each loss, except that the earthquake and flood deductible shall not exceed \$1,000,000. In**

the event of a loss the Agency shall determine its level of participation and compensation to the CM/GC for any deductible amount.

The policy shall include the Agency, the Agency's governing body, board, or Commission, the Oregon Transportation Commission and the Oregon Department of Transportation as an Named Additional Insured and also as a Loss Payee.

(b) Named Additional Insureds - The required liability insurance coverages of Section (a), ***with the exception of the Professional Liability Insurance***, shall include the Agency, the Agency's governing body, board, or Commission and its members, and the Agency's officers and employees, ***Agency's Authorized Representative, State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers and employees*** as Named Additional Insureds, but only with respect to the CM/GC's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of Section (a) that are permitted by the Agency to be obtained by an appropriate Subcontractor shall include all of the foregoing as Named Additional Insureds, and shall also include the CM/GC and its officers and employees as Named Additional Insureds.

(c) Notice of Cancellation or Change – The CM/GC shall not cancel, change materially, or take any action showing intent not to renew the insurance coverage(s) without 30 days' advance written notice from the CM/GC or its insurer(s) to the Agency. The CM/GC shall be responsible for ensuring that insurance coverage(s) obtained by an appropriate Subcontractor, as permitted by the Agency under Section (a), are not cancelled, changed materially, or have any action taken by the Subcontractor showing intent not to renew the insurance coverage(s) without 30 days' advance written notice from the CM/GC or the insurer(s) to the Agency. Any failure to comply with the reporting provisions of this insurance shall not affect the coverage(s) provided to the Agency, county, city, or other applicable political jurisdiction, or to the Agency's governing body, board, or commission and its members, and the Agency's officers and employees.

(d) Submittal of Certificate(s) of Insurance - As evidence of the insurance coverages required by this Contract, the CM/GC shall furnish the Certificate(s) of Insurance for the Workers' Compensation, , Commercial General Liability and Commercial Automobile Liability, ***along with appropriate Named Additional Insured endorsements***, to the Agency prior to execution of the CM/GC Contract.

As evidence of insurance coverages required by this Contract but permitted by the Agency under Section (a) to be obtained by an appropriate Subcontractor, the CM/GC shall furnish Certificate(s) of Insurance to the Agency for such coverages together with the CM/GC's request under Section 00180.21 of the **CM/GC General Provisions** for approval of the subcontract with that Subcontractor. The Certificate(s) shall specify all of the parties who are Named Additional Insureds. The CM/GC shall obtain, or ensure that the appropriate Subcontractors obtain, insurance coverages required under this Contract from insurance companies or entities acceptable to the Agency and authorized to issue insurance in the State. The CM/GC, or the appropriate Subcontractor, but not the Agency, shall be responsible for paying all deductibles, self-insured retentions and/or self-insurance included under these provisions.

As evidence of insurance coverages required by the Agency under this Contract ***for the insurance coverages identified as "Required for Construction Phase Services Work Only", including but not necessarily limited to*** Commercial Automobile Liability with Pollution Coverage, Motor Truck Cargo Liability Coverage, Pollution Liability, Pollution Liability with Lead Liability endorsements or separate coverage, the CM/GC shall furnish the Certificate(s) of Insurance to the Agency prior to the execution of any Early Work Amendment, or if no Early Work Amendment occurs, then prior to execution of the GMP Amendment.

(e) Tail Coverage - If any of the liability insurance coverages shown in Section (a) of this Exhibit G are on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. The CM/GC shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the Contract. If continuous "claims made" coverage is used, the CM/GC shall keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of Final Acceptance.