



EXHIBIT C INSURANCE COVERAGE REQUIRED

Unless modified by written agreement with Springfield Utility Board (SUB) Independent Contractor's working for SUB are required to have the following insurance coverage as stated below:

1. General Insurance.

a. **Commercial General Liability Insurance.** The Independent Contractor shall maintain in force for the duration of this Agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate for bodily injury, property damage, and personal injury. The policy will be endorsed with a "per project" aggregate endorsement. Coverage shall be occurrence basis only.

Independent Contractors who provide computer consulting services or who provide solely grounds maintenance services shall at all times carry commercial general liability for at least **\$500,000** per occurrence and at least **\$2 Million** in the aggregate, for Bodily Injury, Property Damage, and Personal Injury.

b. **Automobile Liability Insurance.** Contractor will at all times carry Automobile Liability (owned, non-owned, and hired) Insurance in the amount of **\$2 Million** per occurrence for bodily injury and property damage. Contractors who provide computer consulting services or who provide solely grounds maintenance services will at all times carry Automobile Insurance for at least **\$500,000** per occurrence and at least **\$2 Million** in the aggregate for Bodily Injury, Property Damage and Personal Injury.

c. **Additional Named Insured.** SUB, its employees, official and agents will be named as Additional Insured's where operations are being conducted related to this Contract, on the Commercial General Liability and Automobile Liability policies as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. SUB's additional insured status for Products and Completed Operations hazards shall extend for at least one year beyond the completion of the project. This insurance will be primary over any insurance SUB may carry on its own. If SUB requires Professional Liability coverage, the Risk Manager must approve the terms, conditions and limits prior to commencement of any work.

2. Workers' Compensation. No Workers' Compensation Insurance has been or will be obtained by SUB for Contractor or Contractor's employees and subcontractors. Contractor shall provide its own Workers' Compensation Insurance coverage if required by law (ORS 656.017 and 701.035(5)) and provide SUB with evidence of such coverage. If the Contractor is exempt from this coverage, a written statement signed by the Contractor explaining the reason for the exemption will be provided to SUB prior to the commencement of any work and Contractor shall assume full responsibility for any liability and exposure under law relating to Workers' Compensation because of any performance or services and will hold SUB harmless from and against liability for any industrial accidents that occur.

3. Professional Liability/Errors and Omissions Insurance. Independent Contractors who provide professional services shall at all times maintain a Professional Liability/Errors and Omissions type insurance policy with limits of at least **\$500,000**, and automobile liability insurance of at least **\$2 Million** per occurrence for bodily injury and property damage. If this policy is a "claims made" type policy, the policy type and company shall be approved by SUB prior to commencement of any work under this contract.

4. Course of Construction and/or Installation Floater. In the event requested by SUB in the contract Specifications, due to unique requirements, or in the event the Independent Contractor requests advance payment by SUB for the purchase of materials, the Independent Contractor shall provide Course of Construction/Installation Floater insurance in an amount equal to the value of the advance payment requested. The policy shall provide coverage for all risks and shall be approved by SUB as to terms, conditions, and form covering the replacement cost of the applicable materials prior to the release of payment. The policy shall name SUB as Loss Payee. The coverage shall be maintained in full force for the duration of this Contract. SUB, at its option, may elect to obtain additional coverage.

5. Evidence of Coverage. Evidence of the required insurance coverages issued by an insurance

company satisfactory to SUB shall be provided to SUB by way of a SUB approved certificate of insurance before any work or services commence.

6. Notice of Cancellation or Material Change in Coverage. The certificate of insurance shall contain a requirement that the Insurance company notify SUB 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, the Contractor shall provide written notice to SUB within 2 calendar days after the Contractor becomes aware that their coverage has been canceled. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the contractor's responsibility to notify SUB. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.

7. Equipment and Material. Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

8. Subcontractors. Independent Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverages equivalent to those required of the general contractor in this contract. Independent Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

9. Exception or Waivers. Any exception or waiver of these requirements shall be subject to review and approval from SUB contracting representative. Specific exception is hereby provided as follows: _____

(SUB Representative's Initials _____) (Independent Contractor's Initials _____)

10. Asbestos Abatement (Only applicable to contracts where asbestos maybe present)
The commercial General Liability policy shall be written on a form that meets the following criteria and must be ASBESTOS SPECIFIC as follows:

- a. A full occurrence form, or
- b. A limited occurrence form with at least a three-year (3) tail, or
- c. A claim made form with a three-year (3) tail.

11. Railroad Protective Liability Coverage. If work being performed under this Contract is near railroad tracks or a railroad right of way and the Railroad requires special insurance (for example: Railroad Protective Liability Coverage) Independent Contractor will be responsible for meeting the Railroad insurance requirements before any work commences. Any insurance required to be purchased by the Railroad is in addition to the insurance required by SUB.

12. Oregon Governmental Tort Claims Act. Independent contractor understands that SUB is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that SUB'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent contractor agrees that the limits regarding liability insurance set forth in these insurance requirements may be modified at SUB's request to conform to such limits. Independent contractor and SUB shall sign an amendment to this Agreement incorporating such modification.

FAILURE TO MAINTAIN PROPER INSURANCE OR PROVIDE NOTICE OF CANCELLATION OR MODIFICATION SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF THE CONTRACT.

(September 21, 2016)