



## Insurance Policy Statement

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Any company or individual performing work for Southwestern Oregon Community College District (hereinafter “the College”) shall be required to provide a certificate of insurance to the College for which the company is to perform such work, and name the College as an additional insured on the policy of insurance.

Southwestern Oregon Community College should be listed under the “Description” portion of the certificate of liability and Southwestern Oregon Community College should be listed as the certificate holder with 1988 Newmark Avenue, Coos Bay, OR 97420 as the listed address.

1. General Liability shall be an occurrence form and must cover the entire time for which the work is being performed. The effective date of the coverage must be on or before the effective date of the Contract/Agreement, for a minimum of 36 months following the later of:
  - a. Recipient’s completion of all services and the College's acceptance of all services required under the Contract/Agreement, or
  - b. The expiration of all warranty periods provided under the Contract/Agreement.
2. Proof of insurance of not less than the amount required is to be provided. Limits shown in the requirements are a minimum per occurrence limit and in the aggregate where noted.
3. If the College is required to use Federal or State insurance policy limit or is subject to the Federal or State tort claim limits, the limits required through this statement shall be superseded by such limits.
4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the company or individual performing work assumes full responsibility for the payment of such claim.
5. Waivers of the policy limits or provisions in this policy must be approved by the Vice President of Administrative Services, the College President and under certain circumstances, the College Board. Insurance policy limits may also be required to be higher based upon the College's review of the specific application for which insurance is required.

**6. Definitions:**

Commercial General Liability: To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage should include injuries to the head, brain, neck and spine coverage. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

Professional Liability: To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

Automobile Liability: To cover each accident for bodily injury and property damage, including coverage for

owned, hired, non-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

Sexual Abuse and Molestation: To cover claims arising from actual or threatened physical abuse, mental injury, sexual molestation, and negligent acts related to hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any persons for whom the insured entity is responsible, including but not limited to employees and volunteers. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit and injuries to the head, brain, neck and spine coverage. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies.

Builders Risk: To cover structures being built, temporary structures at the building site, and building materials not yet having become part of the building. The building materials are covered while on the insured location, in transit, or in storage at another location.

Installation Floater: To cover materials, equipment, and personal property while in transit, installation, and until coverage terminates according to the terms of the floater. This coverage can cover the property of others in the contractor's care, custody or control that is often excluded under the contractor's general liability coverage.

Excess Liability: To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies.

Excess policies may provide two functions:

- (1) To provide additional limits above each occurrence limit of the specific primary policy;
- (2) To take the place of primary insurance when primary aggregate limits are reduced or exhausted; and

Most Excess liability policies contain one comprehensive insuring agreement for each line of coverage. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury depending on what line of coverage the excess liability is extending over.

7. Should coverage not equal or exceed the minimum coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown. This may be achieved by Excess Insurance coverage.

If there is no Excess Insurance coverage, then the Commercial General Liability, Employers Liability, Sexual Abuse and Molestation, and Automobile Liability primary limits must be increased to equal or exceed the minimum total coverage limits required.

8. Contractor will purchase and maintain property insurance for the entire work at the site on a replacement cost basis.

Contractor shall obtain, at Contractor's expense, and keep in effect until final acceptance of the work performed under this contract, an Installation Floater or equivalent property coverage for materials, equipment, supplies, and tools to be used for completion of the work performed under this contract.

The Installation Floater shall include coverage for testing, if applicable.

The minimum amount of coverage to be carried shall be equal to the full amount of this contract.

The contractor will be responsible for any applicable deductibles.

9. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract and shall be provided to the College with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be **primary and non-contributory** with any insurance maintained by the College.

For construction contracts, a per-project aggregate (form CG 2503 05/09 or equivalent) shall also be required.

The College shall be included as an additional insured under all policies.

A waiver of subrogation under the workers' compensation and commercial general liability policies shall be provided.

Copies of such endorsements or coverage enhancements **shall be attached to the certificate(s)** provided to the College and will become a part of the Contract.

Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by the College. The College reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

## INSURANCE LEVELS

The local OTCA limits in place from 07/01/2023 to 07/01/2024 for multiple claimants (per occurrence) are \$1,660,400 for all claimants. As a public agency, the College endeavors to require insurance limits from its vendor partners in amounts at least equal to the current per occurrence limit. The required amount may increase as the OTCA limits increase per the OTCA table here or as the risk is evaluated on an individual basis: <https://www.courts.oregon.gov/Documents/Table-of-Liability-Limits.pdf>.

### Level 1 Insurance Requirements

Special Events and other events held on college property require the following insurance policy limits. If alcohol is being served, the insurance policy limits increase to Level 2, except for the requirement to provide Professional Errors and Omissions liability.

<u>Commercial General Liability</u>	\$1,000,000
<u>Workers' Compensation (if applicable)</u> Employer's Liability	Statutory Limit \$500,000
<u>Automobile Liability</u>	\$1,000,000

### Level 2 Insurance Requirements

#### ***Professional services contracts/agreements \$50,000 and under:***

<u>Commercial General Liability</u>	\$1,000,000
<u>Professional Errors and Omissions Liability</u>	\$2,000,000
<u>Workers' Compensation (if applicable)</u> Employer's Liability	Statutory Limit \$500,000
<u>Sexual Abuse and Molestation (if working with or supervising minors)</u>	\$2,000,000
<u>Automobile Liability</u>	\$2,000,000
<u>Excess Insurance, if necessary,</u>	See Section 7

### Level 3 Insurance Requirements

#### ***Construction contracts \$50,000 and under:***

<u>Commercial General Liability</u>	\$1,000,000
<u>Workers' Compensation (if applicable)</u> Employer's Liability	Statutory Limit \$500,000
<u>Automobile Liability</u>	\$2,000,000
<u>Excess Insurance, if necessary,</u>	See Section 7
<u>Builders Risk Insurance and Installation Floater</u>	See Section 8

## **Level 4 Insurance Requirements**

### ***Professional services contracts/agreements over \$50,000:***

<u>Commercial General Liability</u>	\$2,000,000
<u>Professional Errors and Omissions Liability</u>	\$2,000,000
<u>Workers' Compensation (if applicable)</u> Employer's Liability	Statutory Limit \$500,000
<u>Sexual Abuse and Molestation (if working with or supervising minors)</u>	\$2,000,000
<u>Automobile Liability</u>	\$2,000,000
<u>Excess Insurance, if necessary,</u>	See Section 7

## **Level 5 Insurance Requirements**

### ***Construction contracts over \$50,000:***

<u>Commercial General Liability</u>	\$2,000,000
<u>Workers' Compensation (if applicable)</u> Employer's Liability	Statutory Limit \$500,000
<u>Automobile Liability</u>	\$2,000,000
<u>Excess Insurance, if necessary,</u>	See Section 7
<u>Builders Risk Insurance and Installation Floater</u>	See Section 8