

ATTACHMENT B**SAMPLE SERVICES CONTRACT**

OFFEROR INSTRUCTIONS: Do not submit this document with your Quote. If you are the successful Offeror, Owner will fill in the blanks within this form and request your signature, which will represent your agreement to enter into a contract. **PLEASE NOTE:** There are some terms in this document that you will be agreeing to should you be awarded a contract. Please make sure you have read and understand this document before you submit a Quote.

STATE OF OREGON SERVICES CONTRACT

for

ESB 2026 OR38: MP 6 – MP 9 Selective Dead Tree Removal**Contract Number: PO-73000-00000000****Resulting from Request for Competitive Quotes ("RFCQ") No. 73000-00017421****1. CONTRACT PARTIES.**

This Contract for ESB 2026 OR38: MP 6 – MP 9 Selective Dead Tree Removal (the "Contract"), made by and between the State of Oregon, acting by and through the Department of Transportation, hereinafter called Owner, and [insert contractor] hereinafter called Contractor (collectively the "Parties"), is effective on the date this Contract has been signed by all the Parties and all required State of Oregon governmental approvals have been obtained.

Unless otherwise specified in the Contract Documents, the following individuals are named as the Contract Administrators in the administration of this Contract. Owner's Contract Administrator shall be the initial point of contact for matters relating to performance, payment, and authorization, and to carry out the responsibilities of Owner. Contractor's Contract Administrator is authorized to act on its behalf.

Owner's Contract Administrator:

Blake Howren

3500 NW Stewart Parkway

Roseburg, OR 97470

541-315-1943

Blake.W.Howren@odot.oregon.gov**Contractor's Contract Administrator:**

Name

Address

City/State/Zip

Phone

Email

2. DEFINITIONS.

The following terms have the meaning provided in OAR 125-246-0110: "Business Day", "Contract", "Contractor", "Goods", "OAR", "Offer", "ORS", "Services", "Solicitation", "Specification", "State", "Work".

In addition, the following terms are defined as follows:

Contract Documents – The Contract Documents include the Solicitation document and addenda thereto, the Services Contract, the accepted Offer, Plans, Specifications and amendments.

Notice to Proceed – Notice to Proceed is the official written notice from Owner stating that Contractor is to proceed with the Work defined in the Contract Documents.

Subcontractor – Subcontractor is a person (any entity possessing legal capacity to contract) having a direct contract with Contractor, or another Subcontractor, to perform one or more items of the Work.

3. CONTRACT PRICE.

Contractor, in consideration of the sum of \$[XX] (the “Contract Price”), to be paid to Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the RFCQ, this Contract and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents.

The Contract Price includes all items listed in the table below. All Work described in the Contract Documents but not specifically itemized in the table below is considered incidental to the Work, and Contractor agrees to furnish all necessary labor, equipment, accessories, materials, and permits, and perform all other incidental Work at no additional cost to Owner.

Item	Description	Est. Qty.	Unit	Unit Price	Total Price
1	Mobilization	N/A	Lump Sum	N/A	\$
2	Temporary Work Zone Traffic Control, Complete	N/A	Lump Sum	N/A	\$
3	Selective Dead Tree Removal	N/A	Lump Sum	N/A	\$
				Total:	\$

4. EFFECTIVE DATE AND EXPIRATION. This Contract is effective on the date it has been signed by the Parties and all required approvals have been obtained. No work or compensation under the Contract is authorized until Notice to Proceed has been issued in writing (email acceptable) by Owner. Unless otherwise extended or terminated, this Contract shall expire on 02/26/2027 or when all Contractor obligations under the Contract are completed in conformance with all applicable requirements and payment has been made in full, whichever is sooner.

5. CONTRACT DATES.

START DATE: After Notice to Proceed, but onsite Work may not begin prior to September 1, 2026.

COMPLETION DATE: February 26, 2027

6. STANDARD TERMS AND CONDITIONS.

6.1 INSPECTIONS. Goods and Services furnished under this Contract shall be subject to inspection and test by Owner at times and places determined by Owner. If Owner finds Goods and Services to be incomplete, not in compliance with Contract requirements, or deficient in any way, Owner, at its sole discretion, may either reject the Goods and Services, require Contractor to correct any deficiencies without charge, or negotiate with Contractor to sell the Goods and Services to Owner at a reduced price, whichever Owner deems equitable under the circumstances. Owner will provide written notice of any rejected Goods and Services that, at a minimum, itemizes the apparent deficiencies. If Contractor is unable or refuses to cure any deficiencies within a time deemed reasonable by Owner, Owner may reject the Goods and Services and cancel the Contract, the PO, or both, in whole or in part. Nothing in this paragraph shall in any way affect or limit Owner's rights as Buyer under the Uniform Commercial Code including but not limited to the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080. Owner's review, approval or acceptance of, or payment for, the Goods and Services required under the Contract shall not be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of Contractor's performance, and Contractor shall be and shall remain liable to Owner in accordance with applicable law for all damages to Owner caused by Contractor's performance or failure of any of the Goods furnished under the Contract.

6.2 INVOICES. Contractor shall submit invoice(s) to Owner's Contract Administrator listed on page 1 after Owner's acceptance of Goods and Services provided under this Contract. Contractor shall submit invoices by the 10th of each month for the Goods and Services provided during the previous month. Contractor's invoice must include:

- Contract number;
- A description of the Services provided, the dates Services were performed, the rate or rates for Services performed, and the total cost of Services; and
- The total amount due and the payment address.

6.3 PAYMENT TERMS. No payment shall be made for Goods and Services provided before all necessary governmental approvals have been obtained, the Contract is fully executed, and a Notice to Proceed has been issued by Owner. Payment to Contractor for Goods and Services provided will normally be made within 30 calendar days following the date the invoice (prepared in conformance with Contract requirements) is received. After 45 calendar days, Contractor may assess overdue account charges to Owner on unpaid invoices only in accordance with ORS 293.462. Contractor shall not be compensated by any other agency or department of the State for Goods or Services provided under the Contract.

6.4 BASIS OF PAYMENT. Owner will pay all amounts due upon approval of Contractor's invoice, but only after Owner has determined that Contractor has provided and Owner has accepted all Goods and Services required and in conformance with Contract requirements.

6.5 EXPENSES. All Contractor travel and other expenses, if any, are included in the fixed-price amount(s) established in the Contract and are not separately reimbursable under the Contract.

6.6 RETAINAGE. Owner may initiate, at any time, withholding of payment equal to 5% of the amount of each invoice submitted. Owner will make final payment of any balance due to Contractor promptly upon verification by Owner of completion and acceptance of all deliverables and will pay interest as required on retainage.

6.7 REPRESENTATIONS AND WARRANTIES. Contractor represents and further warrants that:

- 6.7.1** Contractor has the power and authority to enter into and perform the Contract and that such Contract, when executed and delivered, shall be valid and binding obligations of Contractor enforceable in accordance with their terms.
- 6.7.2** All express and implied warranties that are applicable to Goods under ORS Chapter 72 apply to any Goods delivered under this Contract. Any Goods provided under the Contract shall be free from defects in materials and manufacture and shall meet the requirements of the Specifications under the Contract.
- 6.7.3** Contractor is duly licensed to provide the Goods and Services specified in the Contract, and if there is no licensing requirement, Contractor is duly qualified and competent to perform in accordance with the highest standards prevalent in the industry or business most closely involved in providing the Goods and Services to be provided under the Contract.
- 6.7.4** Contractor shall have all manufacturer warranties covering any Goods (and component parts, where applicable) supplied under the Contract transferred to Owner at time of delivery at no charge. Contractor shall be responsible for completing and processing any warranty registration paperwork required by manufacturer. If a conflict or inconsistency exists between a manufacturer's warranty and Contractor's warranty, the warranty that provides the greatest benefit and protection to State shall prevail.
- 6.7.5** Any Goods delivered under the Contract are free and clear of any liens and encumbrances, Contractor has full legal title to the materials, and no other person has any right, title or interest in the Goods which shall be superior.
- 6.7.6** Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
- 6.7.7** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Contract. All warranties provided in the Contract shall be cumulative and shall be interpreted broadly to give Owner the greatest warranty protection available.

6.8 REMEDIES.**6.8.1 Owner's Remedies.**

- 6.8.1.1** In addition to the remedies afforded elsewhere herein, Owner shall be entitled to recover any and all damages suffered as a result of Contractor's breach of the Contract, including but not limited to direct, indirect, incidental, and consequential damages. Owner may also be entitled to any equitable remedies to which it may show itself entitled.
- 6.8.1.2** In the event Contractor has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State, Owner may:
- Undertake collection by administrative offset, or garnishment if applicable, of all monies due for Goods and Services to recover liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State. Offsets or garnishment may be initiated after Contractor has been given notice if required by law;
 - Terminate the Contract, in whole or in part, immediately upon written notice to Contractor or at such later date as Owner may establish in such notice; or
 - Pursue any or all of the remedies available under the Contract, at law, or in equity.

6.8.1.3 These remedies are cumulative to the extent the remedies are not inconsistent, and Owner may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever, to the extent the remedies are not inconsistent

6.8.2 Contractor's Remedies. In the event Owner terminates the Contract under either Section 6.9.2 or 6.9.3, or in the event Owner is in default of a material provision of the Contract and whether or not Contractor elects to exercise its right to terminate the Contract under Section 6.9.4, Contractor's sole remedy shall be (a) a claim against Owner for the unpaid price for any Goods delivered and accepted by Owner, (b) with respect to Services compensable on an hourly basis, a claim against Owner for unpaid invoices, hours worked but not yet billed, and authorized expenses for Services completed and accepted by Owner, or (c) with respect to deliverable-based Services, a claim against Owner for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by Owner, less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to Owner upon written demand. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

6.8.3 Attorney's Fees. With the exception of defense costs and expenses pursuant to Section 6.13, neither party shall be entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to the Contract.

6.9 TERMINATION:

6.9.1 Mutual Consent: This Contract may be terminated at any time by mutual written consent of the Parties.

6.9.2 Owner's Right to Terminate for Convenience: Owner may, at its sole discretion, terminate this Contract upon 30 calendar days prior written notice by Owner to Contractor.

6.9.3 Owner's Right to Terminate for Cause: In addition to any other rights and remedies Owner may have under the Contract, Owner may terminate this Contract immediately upon written notice by Owner to Contractor, or at such later date as Owner may establish in such notice, or upon expiration of the time period specified in such notice, upon occurrence of any of the following events:

6.9.3.1 Owner fails to receive appropriations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments for the Goods and Services to be provided under the Contract;

6.9.3.2 Federal or State laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Goods and Services under the Contract is prohibited or Owner is prohibited from paying for such Goods and Services from the planned funding source;

6.9.3.3 Contractor has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State; or

6.9.3.4 Contractor commits any material breach or default of any covenant, warranty, obligation, certification or agreement under the Contract and such breach is not cured within 14 calendar days after Owner's notice to Contractor, or such longer period as

Owner may specify in the notice. Pursuant to this section, **upon receipt of written notice of termination, Contractor shall stop performance under the Contract as directed by Owner.**

6.9.4 Contractor: Contractor may terminate the Contract, in whole or in part, upon 30 calendar days written notice to Owner's Contract Administrator, or at such later date as Contractor may establish in such notice, upon Owner's default of a material provision of the Contract.

6.9.5 In the event that Owner terminates this Contract pursuant to section 6.9.3 and a court of competent jurisdiction later determines that Contractor was not in default, Owner's termination of this Contract shall be deemed to be a Termination for Convenience pursuant to section 6.9.2.

6.10 SURVIVAL. Termination of the Contract shall not extinguish or prejudice Owner's right to enforce the following provisions: 6.7 Representations and Warranties; 6.11 Compliance with Applicable Laws, 6.12 Venue, Consent to Jurisdiction; 6.13 Indemnification; 6.17 Access to Records; 6.8 Remedies; and all other remedy provisions included in the Contract.

6.11 COMPLIANCE WITH APPLICABLE LAWS. Contractor shall comply with all federal, State and local laws, regulations, executive orders and ordinances applicable to this Contract or to Contractor's obligations under this Contract, as they may be adopted or amended from time to time. All rights and remedies available to Owner under applicable federal, State and local laws are also incorporated by reference herein and are cumulative with all rights and remedies under the Contract.

6.12 VENUE; CONSENT TO JURISDICTION. Any claim, action, suit or proceeding (collectively, "Claim") between Owner and Contractor that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

6.13 INDEMNIFICATION. *Contractor shall defend, save, hold harmless, and indemnify the State of Oregon, the Oregon Transportation Commission, the Oregon Department of Transportation, and their respective officers, members, agents and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses, including attorney fees, of any nature whatsoever resulting from, arising out of, or relating to the contract, including but not limited to (1) the activities of Contractor or its officers, employees, subcontractors, or agents, and (2) the Goods and Services provided by Contractor. However, the Oregon Attorney General must give written authorization to Contractor or any legal counsel purporting to act in the name of, or represent the interests of the State, its officers, members, agents and employees prior to such action or representation. Further, the State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, members, agents and employees, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the State, its officers, members, agents and employees; (iii) important governmental interests are at stake; or (iv) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those*

incurred by the State in assuming its own defense and that of its officers, members, agents and employees under (i) and (ii) above.

6.14 FALSE CLAIMS. Contractor understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785 and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or it may cause to be made that pertains to the Contract or the Goods and Service being provided, including but not limited to Contractor's Quote and any invoices, correspondence, reports, or other deliverables.

6.15 NOTICES. Except as otherwise expressly provided in the Contract, any notices between the Parties shall be given in writing by e-mail, by personal delivery, or by postage prepaid US Mail, to the Contract Administrator listed for each Party in Section 1, or to such other person and address as either Party may hereafter indicate in writing to the other.

6.16 SAFETY AND HEALTH REQUIREMENTS. Goods and Services provided under this Contract must comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon Occupational Safety and Health Administration requirements, including those of the State Workers' Compensation Division. Contractor shall take every precaution to instruct employees about and otherwise safeguard them against any possible injuries associated with chemicals or equipment as well as other potential hazards within the facility.

6.17 ACCESS TO RECORDS. Contractor shall maintain all fiscal and other records relevant to Contractor's performance under the Contract (collectively, "Records") in accordance with generally-accepted accounting principles. Owner, its duly authorized representatives, and the federal government shall have access to Records for purposes of examination and copying. Contractor shall retain and keep accessible all Records for a minimum of 6 years, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

6.18 RECYCLED PRODUCTS. Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of all contracts with Owner.

6.19 TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence for Contractor's performance obligations under the Contract.

6.20 FORCE MAJEURE. Neither Owner nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the Party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract. Owner may terminate the Contract upon written notice after reasonably determining that such delay or default will likely prevent successful performance of the Contract.

6.21 SEVERABILITY. If any provision of the Contract is declared by a court of competent jurisdiction to be illegal, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

6.22 SUBCONTRACTS AND ASSIGNMENT; SUCCESSORS AND ASSIGNS.

6.22.1 Written Consent. Contractor shall obtain Owner's written consent prior to entering into any subcontracts for any of the Goods and Services required by the Contract, or in any manner assigning, selling or transferring any of its rights or interest under the Contract or delegate any of its duties or performance under the Contract.

6.22.2 Provisions for Subcontracts. Contractor shall include in any permitted subcontract a requirement to comply with the following Contract provisions: 6.6 Representations and Warranties, 6.11 Compliance with Applicable Laws, 6.12 Venue; Consent to Jurisdiction, 6.13 Indemnification, 6.14 False Claims, and 6.17 Access To Records. Owner's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns, if any.

6.23 THIRD PARTY BENEFICIARIES. The State, the Oregon Transportation Commission, and Owner are intended third-party beneficiaries of the Contract with express independent authority to enforce the terms and conditions of the Contract. Otherwise, there are no third-party beneficiaries of the Contract.

6.24 MERGER; AMENDMENT; WAIVER; INTERPRETATION. The Contract constitutes the entire agreement between the Parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified therein regarding the Contract. This Contract may be amended, within the scope of this procurement, to the extent permitted by applicable statutes and administrative rules. No waiver, consent, modification or change of terms of the Contract (collectively, "Amendment") shall bind either Party unless it is in writing and signed by both Parties and all necessary approvals have been obtained. Amendments shall be effective only in the specific instance and for the specific purpose given. The failure of Owner to enforce any provision of the Contract shall not constitute a waiver by Owner of that or any other provision. The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

6.25 ELECTRONIC SIGNATURES. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Contract and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. Owner reserves the right at any time to require the submission of the hard copy originals of any documents.

7. RESERVED

8. EXHIBITS. The following exhibits are incorporated into this Contract by this reference. Contractor must utilize and comply with these documents and requirements in its performance of this Contract. The versions of the exhibits set forth herein replace any versions included in or as attachments to the RFCQ.

EXHIBIT 1 RESERVED

EXHIBIT 2 INSURANCE REQUIREMENTS

- EXHIBIT 3** SPECIFICATIONS ESB 2026 OR38: MP 6 – MP 9 Selective Dead Tree Removal
Specifications are available as (1) separate upload on OregonBuys on the attachments tab for this Contract.
- EXHIBIT 4** RESERVED
- EXHIBIT 5** ADDITIONAL PROJECT REQUIREMENTS Archaeological In advertent Discovery Plan (IDP) OR38: MP 6.3 – 15.7 Hazard Tree Removal
Additional project requirements are found as (1) separate upload on OregonBuys on the attachments tab for the Contract

9. RESERVED

10. INTEGRATION.

THE CONTRACT, WHICH INCLUDES THIS CONTRACT AND THE REMAINING CONTRACT DOCUMENTS, CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THE CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO OTHER UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THE CONTRACT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT AND THE REST OF THE CONTRACT DOCUMENTS, UNDERSTANDS THEM, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT AND THE REMAINING CONTRACT DOCUMENTS.

Agreed to and Signed by:

CONTRACTOR:

[Insert business name]

(Legal Business Name)

[Insert address]

(Address)

[Insert ESB#]

(Contractor's ESB#)

[Insert expiration date]

(Expiration Date)

(Authorized Representative Name)

(Title)

(Authorized Representative Signature)

(Date)

STATE OF OREGON

State of Oregon by and through its Department of Transportation

Procurement Authority:

_____	_____
(Authorized Representative Name)	(Title)
_____	_____
(Authorized Representative Signature)	(Date)

Expenditure Authority:

Mark Epps	Assistant Manager District 7
_____	_____
(Authorized Representative Name)	(Title)

Expenditure Authority received via OregonBuys on 06/30/2026	
_____	_____
(Authorized Representative Signature)	(Date)

If the contract amount is higher than the amount approved in OregonBuys, signature is required.

EXHIBIT 1 - RESERVED

EXHIBIT 2 - INSURANCE

- 1 Contractor: Contractor shall obtain the insurance specified below prior to the execution of the Contract. Contractor shall maintain the insurance in full force at Contractor's expense throughout the duration of the Contract and all warranty periods that apply.
- 2 Subcontracting: If Contractor specifies prior to the execution of the Contract that a Subcontractor will satisfy an insurance requirement, that is permitted to be satisfied by a Subcontractor, Contractor shall obtain Owner approval of Subcontractor and Subcontractor's insurance coverage(s), at least 35 Calendar Days prior to commencement of subcontracted work. After Contractor receives Owner approval of the Subcontractor, Contractor may contractually obligate the Subcontractor to obtain and maintain, at the Subcontractor's expense or at Contractor's expense, the insurance permitted.
- 3 Contractor shall require that all Subcontractors carry insurance coverage that Contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any Subcontractor providing services related to the Contract.
- 4 Neither the insurance provided by Subcontractor(s) nor any agreements Contractor or Subcontractor(s) may enter into shall place any limitation on the liability or indemnification obligations of Contractor under applicable law or the Contract.
- 5 Insurance Provisions: Contractor and Subcontractor(s), if any, shall obtain 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 Owner. Insurance coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Workers' Compensation/Employer's Liability. Contractor, or appropriate Subcontractor, but not Owner, shall pay for all deductibles, self-insurance retentions and self-insurance, if any.
- 6 Workers' Compensation and Employer's Liability:
 - 6.1 All employers, including Contractor and Subcontractor(s), if any, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage, unless such employers 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 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if Contractor certifies so in Writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. Contractor shall require proof of such Workers' Compensation and Employer's Liability by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either Contractor or its Subcontractors.
 - 6.2 All employers, including Contractor and Subcontractor(s), if any, exempt under ORS 656.126(2) and subject to any other state's Workers' Compensation law, shall provide Workers' Compensation insurance coverage as required by applicable Workers' Compensation laws. The coverage shall also include Employer's Liability insurance with limits not less than \$500,000 each accident.
- 7 Liability Insurance:

7.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability insurance written on an occurrence basis and covering bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability. When Work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Combined single limit per occurrence shall not be less than the dollar amount specified in the Contract. The annual aggregate limit shall not be less than the dollar amount specified in the Contract.

	Per Occurrence	Annual Aggregate
Commercial General Liability	\$2,000,000	\$5,000,000

7.2 Commercial Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability insurance covering owned, non-owned, and hired vehicles for bodily injury and property damage. Combined single limit per occurrence shall not be less than the dollar amount specified in the Contract.

	Combined Single Limit Per Occurrence
Commercial Automobile Liability	\$1,000,000

7.3 Extended Reporting: If any of the required liability insurance is permitted to be and is on a claims made basis, Contractor or Subcontractor who provided the insurance coverage, shall obtain an extended reporting period on the claims made policy or maintain the claims made policy for a duration of at least 24 months from the date the applicable work has been completed and accepted by Owner or the date of Final Completion. This extended reporting requirement shall be satisfied with documentation of one of the following:

- o Maintaining the applicable continuous claims made policy with liability coverage;
- o Extended Reporting Endorsement; or
- o Tail Coverage.

7.4 Excess/Umbrella Liability: A combination of primary and Excess/Umbrella Liability insurance may be used to meet the required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. In addition, the limits of the underlying primary insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage provided by the Excess/Umbrella Liability policy.

7.5 Additional Insured: The liability insurance coverages, except Professional Liability and Workers’ Compensation/Employer’s Liability, if included, shall include an Additional Insured Endorsement endorsing the **“State of Oregon, the Oregon Transportation Commission, and the Oregon Department of Transportation, and their respective members, officers, agents, and employees”** as Additional Insureds, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages that are permitted by Owner to be obtained by an appropriate Subcontractor shall include all of the foregoing as Additional Insureds and shall also include Contractor and its officers and employees

as Additional Insureds. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to Owner.

- 7.6 Additional Insured – Commercial General Liability: 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 Owner.
- 7.7 Notice of Cancellation or Change: Contractor shall provide at least 30 Calendar Days written notice to Owner before cancellation of, material change to, potential exhaustion of aggregate limits, or non-renewal of the required insurance coverages. If a Subcontractor is providing insurance to meet the Contract requirements, Contractor shall provide at least 30 Calendar Days written notice to Owner before cancellation of, material change to, potential exhaustion of aggregate limits, or non-renewal of the required insurance coverage(s). Any failure to comply with the reporting provisions of this insurance shall not affect the coverage(s) provided to the State, Owner, County, City, or other applicable political jurisdiction or to Owner's governing body, board, or Commission and its members, and Owner's officers, agents, and employees.
- 7.8 Certificate(s) of Insurance: As evidence of the insurance coverages required by this Contract, Contractor shall furnish Certificate(s) of Insurance to Owner prior to execution of the Contract. As evidence of insurance coverages required by the Contract but permitted by Owner to be obtained by an appropriate Subcontractor, Contractor shall furnish Certificate(s) of Insurance to Owner for approval on such coverages at least 35 Calendar Days prior to commencement of subcontracted work. The Certificate(s) shall:
- List the “State of Oregon, the Oregon Transportation Commission, and the Oregon Department of Transportation, and their respective members, officers, agents and employees” as a Certificate Holder and endorse as an Additional Insured;
 - Include all required endorsements or copies of the applicable policy language effecting coverage required by the Contract;
 - Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Professional Liability and Workers’ Compensation/Employer’s Liability; and
 - Include a list of all policies that fall under the Excess/Umbrella Liability insurance if Excess/Umbrella Liability insurance is used to meet the minimum insurance requirement.
- 7.9 Owner Acceptance: All insurance and insurance providers are subject to Owner acceptance. In addition, all of the following are subject to Owner acceptance and, if requested by Owner, Contractor shall provide complete copies of the following to Owner’s representatives responsible for verification of the insurance coverages required by the Contract: insurance policies, endorsements, self-insurance documents and related insurance documents.
- 7.10 Insurance Requirement Review: Owner reserves the right to periodically access risks and the adequacy of insurance coverage and in its discretion to require additional insurance coverage or increased coverage limits on existing coverages, or both.

EXHIBIT 3 - SPECIFICATIONS

ESB 2026 OR38: MP 6 – MP 9 SELECTIVE DEAD TREE REMOVAL

The above Specifications are incorporated herein and are found as (1) separate upload on OregonBuys for this Project.

EXHIBIT 4 - RESERVED

EXHIBIT 5 – ADDITIONAL PROJECT REQUIREMENTS

EXHIBIT 5 contains the following documents:

Additional Project Requirements in the document(s) listed below include information and requirements which must be complied with by Contractor in performing the Work.

EXHIBIT 5 Archaeological Inadvertent Discovery Plan, OR38: MP 6.3-15.7 Hazard Tree Removal

The above project documents are incorporated herein and are found as (1) separate upload on OregonBuys for this Project.