

UPDATED MARCH 2025

CONTRACT INSURANCE REQUIREMENTS:

COVERAGE AND LIMIT RECOMMENDATIONS

RISK MANAGEMENT
DEPT. OF ADMINISTRATION

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Contract Insurance Coverages and Minimum Limits

Workers Compensation (Statutory) and Employer's Liability:

Contractor shall maintain workers compensation coverage as follows:

Coverage A – Statutory

Coverage B – \$1,000,000 each accident for bodily injury by accident; \$1,000,000 each employee for bodily injury by disease; \$1,000,000 policy limit for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshore and Harbor Workers Compensation Act, the Jones Act, or under laws regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Coverage shall include a waiver of subrogation in favor of the State of Idaho, its officers, employees, agents, and volunteers.

Commercial General Liability Insurance (CGL)

Contractor shall maintain commercial general liability on an occurrence basis to include premises and operations, personal and advertising injury, products and completed operations, liability assumed under an insured contract, and independent contractors. The limits of liability shall not be less than:

\$1,000,000 each occurrence bodily injury and property damage

\$1,000,000 personal and advertising injury

\$2,000,000 general aggregate*

\$2,000,000 products/completed operations aggregate*

Coverage shall include additional insured status and a waiver of subrogation in favor of the State of Idaho, its officers, directors, employees, agents, and volunteers.

If the contractor will interact with minors the contractor shall maintain sexual misconduct liability on an occurrence basis with a limit of liability of not less than \$1,000,000 per occurrence. This coverage may be provided by the commercial general liability policy or on a stand-alone basis.

*If warranted, based on the exposure, a per project aggregate may be necessary. If so, the per project aggregate, general aggregate, and the products/completed operations aggregate should be twice the minimum required occurrence limit. **Contact State Risk for assistance.**

Commercial Automobile Liability Insurance:

Contractor shall maintain Commercial Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit each accident for bodily injury and property damage including coverage for all owned, hired, and non-owned automobiles. Where applicable, shall include personal injury protection.

Coverage shall include additional insured status in favor of the State, its officers, directors, employees, agents, and volunteers.

Higher Limits:

Higher limits may be necessary depending on the exposure. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the State requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State.

* Required limits are minimum acceptable limits. Higher limits may be required by an Agency depending upon the cost of the project, assesses risks and exposures. Required insurance policy limits as required by the State under contracts, are not to be interpreted or construed as a limit to the contractor's liability for damages.

If higher limits are required for General Liability or Automobile Liability, Contractor shall maintain Umbrella/Excess Liability Insurance with minimum limits of \$X million in the aggregate; this policy shall afford coverage at least equivalent to the required coverage as set forth above for General Liability and Automobile Liability. The Umbrella Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies. **Contact State Risk for assistance.**

Insurance Language Requirements for Sub- Contractors:

The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by the Contractor's subcontractor. Contractor shall ensure that all tiers of Sub-Contractors shall maintain insurance in like form and amounts, including the Additional Insured requirements, unless the Contractor provides proof to the State's satisfaction that the subcontractor(s) are fully covered under the Contractor's insurance, or, except as otherwise authorized by the State.

Service-Based Insurance Requirements:

If other forms of insurance (e.g., sexual abuse and molestation, professional liability, crime, aviation, pollution, marine, cyber or builders' risk) are required by the State, the Contractor shall comply with such requirements. The State may take such steps as necessary to assure Contractors' compliance with insurance requirements. In the event the Contractor fails to maintain minimum insurance coverage as required or provide written evidence of required certificates, State may maintain such coverage and charge the expense to contractor, terminate this agreement and/or withhold payment.

Professional Liability:

If the contracted professional is licensed or certified (i.e., architect, consultant, paramedic, attorney, engineer, etc.) or if the information developed by the professional will be used in a decision making process within the institution that could create a liability (i.e., clinical trials, building construction, etc.), Contractor shall maintain Professional Liability insurance (errors and omissions) with minimum limits of \$1,000,000* per claim and \$2,000,000 million in the aggregate, on an occurrence form.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the State requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State.

* Required limits are minimum acceptable limits. Higher limits may be required by an Agency depending upon the cost of the project, assesses risks and exposures. Required insurance policy limits as required by the State under contracts, are not to be interpreted or construed as a limit to the contractor's liability for damages. **Contact State Risk for assistance.**

Crime/Employee Theft:

Employee Dishonesty coverage shall be required for any contract with a third party that (1) collects money or other forms of payment on your behalf; (2) collects money or others forms of payment on their own behalf and then makes a periodic payment to you for a portion of the amount collected; (3) has special access to valuable property on your premises; (4) has special access to confidential or personal information (paper or electronically); or (5) has on-site or remote access to your computer network and data.

Contractor shall maintain Employee Dishonesty coverage including coverage for Client's Property with the State as Loss Payee.

Information Security/Cyber Liability:

For work that includes technology consultants, cloud-based computing, data storage, payment processing, personal protected information, etc., Contractor shall maintain Cyber Insurance covering claims resulting from wrongful acts committed in the performance of, or failure to perform, all services under the agreement, including, without limitation, claims, demand, and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

This coverage shall include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below. **Contact Risk Management for determination of what limit shall be used for the contract.**

Recommended Limits for Minor Contracts or Minimal Exposure

Each Occurrence – \$1,000,000

Network Security / Privacy Liability –\$1,000,000

Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate

Technology Professional E&O – \$1,000,000 (Only applicable for Vendors supplying IT consulting services)

Recommended Limits for Average Exposure Contracts

Each Occurrence – \$3,000,000

Network Security / Privacy Liability –\$3,000,000

Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate

Technology Professional E&O – \$3,000,000 (Only applicable for Vendors supplying IT consulting services)

Recommended Limits for Extensive Contracts or Significant Exposure

Each Occurrence – \$5,000,000 or greater

Network Security / Privacy Liability –\$5,000,000 +

Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate or greater

Technology Professional E&O – \$5,000,000 + (Only applicable for Vendors supplying IT consulting services)

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the State requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State.

For claims made policies the Retroactive Date shall be shown and must be before the date of the contract or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

Sexual Abuse Molestation Coverage:

Contractor shall obtain and keep in force during the term of the Contract, Abuse and Molestation Insurance in a form and coverage that are satisfactory to the State of Idaho. The policy shall cover any and all claims, suits, or damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers.

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000* per occurrence. Any annual aggregate limit shall not be less than \$2,000,000. Coverage may be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents, or injuries, or the time period, or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense. The cost of defense shall be provided outside the coverage limit.

Contact State Risk for assistance.

* Required limits are minimum acceptable limits. Higher limits may be required by an Agency depending upon the cost of the project, assesses risks and exposures. Required insurance policy limits as required by the State under contracts, are not to be interpreted or construed as a limit to the contractor's liability for damages. **Contact State Risk for assistance.**

Pollution Liability:

For any work that involves the handling of hazardous material or if the work could create or exasperate an environmental hazard, Contractor shall maintain Pollution Liability coverage extending to claims of bodily injury, property damage, including cleanup costs, removal, storage, disposal, and/or use of the pollutant with a limit of liability of not less than \$1,000,000* and the State, officers, employees, agents, and volunteers shall be included as an Additional Insured with respects to liability and defense of suits arising out of activities performed by or on behalf of Contractor, including Completed Operations. Completed Operations coverage should be included for up through the statute of repose after the project is completed and accepted by the project Owner. If the Contractor is responsible for removing any pollutants from a site, the Contractor's automobile liability insurance shall be endorsed to include the required auto pollution endorsements and Motor Carrier Act Endorsement MCS-90. **Contact State Risk for assistance.**

* Required limits are minimum acceptable limits. Higher limits may be required by an Agency depending upon the cost of the project, assesses risks and exposures. Required insurance policy limits as required by the State under contracts, are not to be interpreted or construed as a limit to the contractor's liability for damages. **Contact State Risk for assistance.**

Liquor Liability:

If the Contractor is operating a business that distributes, sells, or serves alcoholic beverages or if their activities require a liquor license, they shall maintain liquor liability insurance of at least \$1,000,000 per occurrence/aggregate naming the State, its officers, directors, employees, agents, and volunteers as an additional insured.

Aviation (including Drones):

As respects to charters and land use permits, Contractor shall maintain Aircraft Liability insurance including coverage for all owned, hired, and non-owned aircraft with a combined single limit of for bodily injury and property damage of not less than \$1,000,000 per occurrence/2,000,000.00 aggregate with no per seat passenger limitation.

As respects to use of drones by third parties, contractor shall maintain Aviation Liability with a limit of liability of not less than \$1,000,000 extending to claims of bodily injury, property damages, personal injury and advertising liability.

Marine Liability:

Whenever an activity involves vessels, divers, piers, docks, wharves or work on a navigable waterway, Marine insurance requirements shall be incorporated into the contract. If vessels will be used to perform work under the agreement Contractor shall maintain the following:

1. Protection & Indemnity (P&I) Insurance (including crew) with a minimum limit of \$1,000,000. For larger projects, higher limits may be required.
2. Vessel Pollution Liability with limits equal to the required P&I limits.
3. Hull & Machinery (H&M) to provide Collision coverage for damage that could be caused to other vessels.

If the work performed under the agreement will take place on or over a navigable waterway the Contractor and any Subcontractor shall provide evidence of statutory United States Longshore and Harbor Workers Compensation Act USL&H Coverage.

If the work performed under the agreement involves underwater diving the Contractor shall demonstrate that the divers are commercially certified and provide evidence of Maritime Employers Liability (MEL) with a minimum limit of \$1,000,000. **Contact State Risk for assistance.**

Additional Language and Considerations:

Tail Coverage:

For claims made policies, the Retroactive Date shall be shown and shall be before the date of the contract or the beginning of contract work; insurance shall be maintained and evidence of insurance shall be provided for at least three (3) years after completion of the contract of work; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor shall purchase "extended reporting"(tail) coverage for a minimum of three (3) years after completion of contract work.

Waiver of Subrogation:

All policies must contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles, but such deductibles will not be deducted from any damages due to the State.

Approval:

The required insurance shall be subject to the approval of the State, but any acceptance of insurance by the State shall in no way limit or relieve Contractor of the duties and responsibilities stipulated in the Agreement.

Self-insured retentions must be declared to and approved by the State. The State may require the contractor to provide proof of the ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Contractor shall maintain, at its sole expense, the required insurance purchased from an insurer licensed/authorized to transact business in the State of Idaho. Insurance carriers shall have an AM Best's Rating of A-VII or better.

Contact State Risk for assistance.

Cancellation:

Policies shall provide a minimum of 30 days' advance written notice of cancellation, material change, or nonrenewal of policies required under the contract to the State. NOTE: Most insurance companies will not provide notice to parties other than the Named Insured. However, in those situations where the insurance carrier refuses to provide notice to the State, the Contractor shall notify the State of any cancellation or reduction in coverage or limits of any insurance within seven days of receipt of insurer's notification to that effect.

Contribution:

Contractor's insurance shall be issued on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the State.

Self-insured retentions shall be declared to and approved by the State. The State may require the contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Insurance Requirements for Construction Contracts

Contact State Risk for assistance.

Contractor shall procure and maintain for the duration of the contract, and for **x years** thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of Idaho, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Surety Bonds as described below.
6. Professional Liability (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the State requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State.

Self-insured retentions (SIR) shall be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the State. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Contractor and job – it could be much higher, or in the case of a very small Contractor, you might want it lower] unless approved in writing by Entity.

Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

NOTE to Agencies: If the SIR is not paid, there is NO COVERAGE for the Insured or you as the Additional Insured or Indemnified Party. Since there is usually a requirement in the SIR provisions on the Contractor's policy that the Named Insured Contractor (not the Agency as an Additional Insured) is the only party allowed to make the payment of the SIR

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Idaho, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the State of Idaho, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State of Idaho, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the State of Idaho.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the State of Idaho as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the State of Idaho, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the State of Idaho site.

Claims Made Policies – (If at all possible avoid and require occurrence type CGL policies)

If any coverage required is written on a claims-made coverage form:

1. The retroactive date shall be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the State of Idaho for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the State of Idaho.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State of Idaho for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the State of Idaho with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.

Endorsements pages shall be received and approved by the State of Idaho before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State of Idaho reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Duration of Coverage

CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Idaho.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Forms

Severity Chart:

		*SEVERITY: ↔				
		Insignificant	Minor	Fair	Major	Catastrophic
LIKELIHOOD	Almost Certain	Low	Moderate	High	Severe	Extreme
	Likely	Low	Moderate	High	Severe	Extreme
	Possible	Low	Moderate	High	High	Extreme
	Unlikely	Low	Low	Moderate	High	Severe
	Rare	Low	Low	Moderate	High	High
	None	None	None	None	None	None

Requesting a Certificate of Insurance:

Certificates of Insurance (COI) can now be requested online through the links below.

For liability, property, event, leases, and credentialing use the following link:

<https://form.jotform.com/241624059364154>

For Medical liability and claims history use the following link:

<https://form.jotform.com/242206156245147>

EXAMPLE OF MINIMUM INSURANCE REQUIREMENTS

FINANCE **	FINANCE **							
	General Liability*	Professional Liability	Automobile Liability	Workers Compensation	Umbrella	Crime	Cyber Liability***	Environmental/ Pollution Liability
Accountant (bookkeeping services)	\$1,000,000	\$1,000,000	A	B	C	\$10,000,000	NA**	N/A
Accountant (accounts receivables)	\$1,000,000	\$1,000,000	A	B	C	\$10,000,000	NA**	N/A
Financial Advisor / Asset Management	\$1,000,000	\$10,000,000	A	B	C	\$10,000,000	NA**	N/A
Financial Advisor / Tax Consultant	\$1,000,000	\$10,000,000	A	B	C	D	NA**	N/A

CONSTRUCTION & BUILDING RELATED SERVICES ***	CONSTRUCTION & BUILDING RELATED SERVICES ***							
	General Liability*	Professional Liability	Automobile Liability	Workers Compensation	Umbrella	Crime	Cyber Liability***	Environmental/ Pollution Liability
Architect (interior design services)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Architect (structural integrity audits)	\$1,000,000	\$2,000,000	A	B	C	N/A	N/A	N/A
Architect (building structural design)	\$1,000,000	\$5,000,000	A	B	C	N/A	N/A	N/A
Asbestos Abatement	\$5,000,000	N/A	A	B	C	N/A	N/A	\$10,000,000
Boiler/Chiller Installation	\$5,000,000	N/A	A	B	C	N/A	N/A	N/A
Cleaning	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Construction Project Management	\$1,000,000	\$10,000,000	A	B	C	D	N/A	N/A
Debris Removal (hauling co.)	\$5,000,000	N/A	A	B	C	N/A	N/A	N/A
Hazardous Material Removal (hauling)	\$5,000,000	N/A	A	B	C	N/A	N/A	\$10,000,000
Electricians	\$2,000,000	N/A	A	B	C	N/A	N/A	N/A
Elevator Work	\$5,000,000	N/A	A	B	C	N/A	N/A	N/A
Engineer (licensed-all types)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Environmental Consult. Phase I ESA	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Environmental Consult. Phase II ESA	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Environmental Consult. Phase III ESA	\$1,000,000	\$5,000,000	A	B	C	N/A	N/A	\$5,000,000
Environmental Remediation	\$5,000,000	\$5,000,000	A	B	C	N/A	N/A	\$5,000,000
Expeditor	\$1,000,000	\$1,000,000	A	B	C	D	N/A	N/A
Exterior Contractors (facades, roofs, sidewalks, concrete work)	\$3,000,000	E	A	B	C	N/A	N/A	N/A
Exterminators	\$3,000,000	N/A	A	B	C	N/A	N/A	\$1,000,000
HVAC (other than boilers)	\$2,000,000	N/A	A	B	C	N/A	N/A	N/A
Intercoms/Cameras/Telecom.	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Interior Contractors	\$2,000,000	N/A	A	B	C	N/A	N/A	N/A
Landscape Designers	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A
Landscaping (use of hazardous chemicals)	\$1,000,000	N/A	A	B	C	N/A	N/A	\$1,000,000
Landscaping (no use of hazardous chemicals)	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Movers	\$2,000,000	N/A	A	B	C	N/A	N/A	N/A
Painter/Floor Strapping	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Plumbers	\$2,000,000	N/A	A	B	C	N/A	N/A	N/A
Roof Tanks	\$5,000,000	N/A	A	B	C	N/A	N/A	N/A
Scaffolding Companies	\$5,000,000	N/A	A	B	C	N/A	N/A	N/A
Suppliers delivering, no installing	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A
Suppliers delivering, installing product	\$2,000,000	N/A	A	B	C	N/A	N/A	N/A

INFORMATION TECHNOLOGY **	INFORMATION TECHNOLOGY **							
	General Liability*	Professional Liability	Automobile Liability	Workers Compensation	Umbrella	Crime	Cyber Liability***	Environmental/ Pollution Liability
Data Analysis	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Database Analysis	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Database Management	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Network Administration (existing systems)	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Network Development (turnkey services)	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Programmer	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Software Development (code writing)	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Software Development (custom package)	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Software Development (database design)	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Software Licensing ("off the shelf")	\$1,000,000	N/A	A	B	C	D	\$5,000,000	N/A
Telecom Administration	\$1,000,000	N/A	A	B	C	D	\$5,000,000	N/A
Telecom Design	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Web Administrator	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A
Web Designer	\$1,000,000	\$1,000,000	A	B	C	D	\$5,000,000	N/A

MISCELLANEOUS, ALL OTHER **										
	General Liability*	Professional Liability	Automobile Liability	Workers Compensation	Umbrella	Crime	Cyber Liability***	Environmental/ Pollution Liability		
> Entity										
Photographer/Videographer**	\$1,000,000	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Piano/Organ Tuner**	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A		
Video & Audio Editors/Production**	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A		
	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A		
Appraiser	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A		
Archaeologist	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A		
Claims Administrator/Claims Analyst	\$1,000,000	\$1,000,000	A	B	C	\$5,000,000	\$5,000,000	N/A		
Food Service (no liquor) - If serving liquor require at least \$1M liquor liability in addition to general liability. **	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A		
Risk Management/Commercial Insurance	\$1,000,000	\$1,000,000	A	B	C	\$5,000,000	N/A	N/A		
Speaker/Lecturer**	N/A	N/A	A	B	C	N/A	N/A	N/A		
Special Events: High Risk: (carnival rides, climbing walls, mechanical bulls, etc.)**	\$2,000,000	N/A	A	B	C	N/A	N/A	N/A		
Special Events: Low/Med Risk (caterers, amusements, games, etc.)**	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A		
Sports Trainer/Coach**	\$1,000,000	N/A	A	B	C	N/A	N/A	N/A		
Translator/Interpreter**	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A		
Camp Counselor**	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A	N/A		
Transportation: Livery/Taxi	\$1,000,000	N/A	\$1,000,000	B	C	N/A	N/A	N/A		
Transportation: Charter Bus **	\$1,000,000	N/A	\$1,000,000	B	C	N/A	N/A	N/A		
> 5-10 passengers per vehicle	\$1,000,000	N/A	\$1,000,000	B	C	N/A	N/A	N/A		
> 11-20 passenger per vehicle	\$1,000,000	N/A	\$2,000,000	B	C	N/A	N/A	N/A		
> Over 20 passengers per vehicle	\$1,000,000	N/A	\$5,000,000	B	C	N/A	N/A	N/A		

* Additional insured status and a waiver of subrogation in favor of (ENTITY) is required under a third party's general liability coverage.

** If the third party will interact with minors on (ENTITY) premises sexual molestation liability coverage should be required with additional insured status in favor of (ENTITY) with a minimum limit of \$1,000,000.

** If the third party will have access to (ENTITY)'s network(s) or access to (ENTITY)'s data that includes Personally Identifiable Information and/or Protected Health Information Cyber Liability should be required. If the contractor/vendor can document that their Cyber Liability coverage is part of their Professional liability, a separate Cyber Liability Policy is not required

Matrix Key

A.	Automobile Liability insurance is required for contractors/vendors where they transport (ENTITY) property, transport (ENTITY) employees or use of a vehicle is integral to the performance of the contract. The minimum required limit is \$1,000,000 Combined Single Limit. If the vehicle being used can carry more than 12 persons (including driver), the requirement increases to \$3,000,000.
B.	Statutory Workers Compensation is required for any contractor with employees. A waiver of subrogation in favor of (ENTITY) is required. Employers Liability limits are \$1,000,000 per each occupational accident /\$1,000,000 per each occupational disease and \$1,000,000 policy aggregate.
C.	If higher limits are required for General Liability or Automobile Liability Contractor shall maintain Umbrella/Excess Liability insurance with minimum limits of \$X million in the aggregate; this policy shall afford coverage at least equivalent to the required coverage as set forth above for General Liability and Automobile Liability. The Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

D.	Crime coverage will be required if the contractor/vendor directly handles or has access to computer systems that administer (ENTITY) money, securities or other negotiable instruments.
E.	If the contractor/vendor can document that their Professional Liability coverage is contained in their GL Policy, a separate Professional Liability Policy is not required.



DWACONS-01


JGERBER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2024






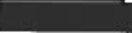
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Protective Insurance Agency, Inc. 502 North Main Logan, UT 84321	CONTACT NAME: PHONE (A/C, No, Ext): (435) 753-3335 FAX (A/C, No): (435) 752-9262	
	E-MAIL ADDRESS:	
INSURED 	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Travelers Indemnity Company	
	INSURER B: The Travelers Home and Marine Company	
	INSURER C: Travelers Property Casualty Company Of America	
	INSURER D: WCF Mutual Insurance Company	
	INSURER E: St Paul Surplus Lines Insurance Company	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary & Non-Contri <input checked="" type="checkbox"/> Contractual GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE <input checked="" type="checkbox"/> LOC OTHER:	X	X		6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X		6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X		6/1/2024	6/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A		4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equip				6/1/2024	6/1/2025	Coverage \$ 500,000
E	Professional Liab.				8/29/2024	8/29/2025	Per Occurrence \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: IDPR Primitive Campground
 Umbrella policy extends over the Workers Compensation and Employers Liability policy.

CERTIFICATE HOLDER State Of Idaho Department of Parks & Recreation 5657 Warm Springs Avenue Boise, ID 83716	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

**Department of Administration
Risk Management
Insurance Exemption Request**

Date: _____

State Agency: _____

Contractor Submitting Request: _____

Contract No.: _____

Description of scope of work or services to be performed under contract:

Line of Coverage:

Auto Liability: Workers Compensation: Employer's Liability: Builders Risk:

Cyber Liability: SAM Liability: Professional Liability: Other

Reason for Exemption:

Supporting Documentation: Yes No

Agency Comments:

Support Exemption: Yes No

Name: Signature: Date:

**Department of Administration
Risk Management
Insurance Exemption Request**

Risk Management Comments:

Support Exemption: Yes No

Name:

Signature:

Date:

Legal Dept. Comments:

Support Exemption: Yes No

Name:

Signature:

Date:

Agency Exemption Determination:

Approved: Yes No

Name:

Signature:

Date:

Title:

[Please return a fully executed copy to all signees]

STATE OF IDAHO
STATE AGENCY INDEMNITY HOLD HARMLESS
MEMORANDUM OF UNDERSTANDING

_____ and _____ understand that each is insured with respect to tort liability by the State of Idaho Retained Risk Account, a statutory system of self-insurance, and are subject to the Idaho Tort Claims Act.

1. **Liability coverage.** The parties understand that each is covered with respect to tort liability by the State of Idaho, Department of Administration, Risk Management Program utilizing the Retained Risk Account. This is a plan of liability coverage provided by and subject to provisions of the Idaho Tort Claims Act, and the Department of Administration, Risk Management statutes.
2. **Liability allocation of loss history and assessments.** The parties agree that any tort liability claim, suit or loss resulting from or arising out of the parties' performance of any activities under this Memorandum of Understanding (MOU) shall be allocated to one or both parties by the Department of Administration, Risk Management Program for purposes of loss experience and subsequent allocation of agency premium assessments. Each party to this contract agrees to notify the Department of Administration, Risk Management Program and the other party in the event it receives notice or knowledge of any claims arising out of the performance of, or the parties' activities under this contract.
3. **If damaged property or vehicle is covered by property or auto coverage through Dept. of Administration/Risk Management, the loss will be a charged to the agency that caused the damage and will be responsible for the deductible. If the property is not covered Dept. of Administration/Risk Management Program, the agencies will have to negotiate the issue. Each agency will agree to handle damage to its own property regardless of which agency caused the damage for all losses, or for any in which it was not clear who was at fault. Both agencies will notify Dept. of Administration/Risk Management similar to that for third party liability claims.**

NAME OF EVENT: _____
VENUE/AGREEMENT _____
DATE OF EVENT: _____

Agency Signature and Date

Title

Agency Signature and Date

Title