WASHINGTON COUNTY
OREGON

ATTACHMENT C
INSURANCE REQUIREMENTS SUMMARY FORM

Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Worker's Compensation and Automobile Liability coverage.

It is strongly advised that contractors give this information to their insurance agent to verify that all requirements can be met.

1. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall at all times carry a Commercial General Liability insurance policy for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract. The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED by separate endorsement.**
   - ☐ Not Required.
   - ☒ COMMERCIAL GENERAL LIABILITY INSURANCE with limits of not less than:
     - ☐ $500,000 / $1,000,000
     - ☒ $1,000,000/$2,000,000
     - ☐ $2,000,000 / $4,000,000
     - ☐ Other: $ _____ each occurrence / aggregate for Bodily Injury and Property Damage.
     - ☐ ADDITIONAL INSURED ENDORSEMENT not required.

2. **AUTOMOBILE LIABILITY INSURANCE.** Contractor shall at all times carry Automobile Liability Insurance for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees.
   - ☐ Not required.
   - ☒ AUTOMOBILE LIABILITY INSURANCE with a combined single limit per accident, or the equivalent of not less than:
     - ☒ $1,000,000
     - ☐ $2,000,000
     - ☐ Other: $ _____ each accident for Bodily Injury and Property Damage for Contractor's vehicles whether owned, hired, or non-owned.
     - ☐ No requirement in excess of that required under state law.
     - ☐ Automobile Liability Additional Insured Endorsement is not required.

3. **PROFESSIONAL LIABILITY INSURANCE** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy.
   - ☐ Not required.
   - ☒ PROFESSIONAL LIABILITY INSURANCE with limits of not less than:
     - ☒ $1,000,000/$2,000,000
     - ☐ $1,000,000/$3,000.000
     - ☐ $2,000,000/$4,000,000
     - ☐ Other: $ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)/aggregate to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

4. ☒ **WORKERS' COMPENSATION INSURANCE**. Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than $500,000/ $500,000/ $500,000.
☐ OTHER: $ _____

5. **OTHER COVERAGE(S) REQUIRED**

A. ☐ **POLLUTION** OR **ASBESTOS LIABILITY INSURANCE** with limits of not less than
- ☐ $1,000,000
- ☐ Other: $ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)

AND
- ☐ $1,000,000
- ☐ Other: $ _____ in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs.

B. ☐ **EMPLOYEE DISHONESTY AND MONEY AND SECURITIES** with a limit of not less than $_____ each occurrence to cover Theft, Disappearance and Destruction of cash or negotiable securities in the care, custody or control of the contractor for County or on behalf of County clients.

C. ☐ **CYBER LIABILITY INSURANCE** with limits of not less than
- ☐ $1,000,000
- ☐ Other: $ _____ each occurrence to cover data losses caused by cyber attacks, viruses, other threats, paper transactions, crisis services and lawsuits that result from data breaches or your failure to protect sensitive information.

D. ☒ **PHYSICAL ABUSE AND MOLESTATION INSURANCE** with limits of not less than
- ☒ $1,000,000
- ☐ Other $ _____ each occurrence to cover actual or threatened physical abuse, mental injury, sexual molestation, or negligent employment, supervision, investigation, reporting to proper authorities or retention of any person for whom the Contractor is responsible for, including but not limited to Contractor and Contractor's employees and volunteers. Coverage can be provided by a separate policy or as an endorsement to the general or professional liability policies.

E. ☐ **PRODUCTS COMPLETED OPERATIONS HAZARD ADDITIONAL INSURED ENDORSEMENT** naming Washington County, its agents, officers, elected officials and employees with respect to liability for Bodily Injury and Property Damage.

F. ☐ **BUILDER'S RISK** $ _____ Contractor to provide the additional coverage types and limits required on large construction projects, as outlined by the Risk Manager. The coverage requirements remain in place through the duration of the construction project. If the Builder's Risk policy renews annually during the construction project, any significant changes require County Risk

Manager approval prior to implementation. The County is to receive copy of new policy with the approved changes and will attach to the original contract terms. Contractor with proof of payment and cost for coverage may be reimbursed at cost with no mark-up for the Builder's Risk coverage.

G. ☐ **OTHER** (describe coverage and limits):

NOTES:

Extended Reporting Coverage ("Tail Coverage"). For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of the contract.

Maximum Deductible/Retention. Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed $25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.

Additional Insureds. The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.

Insurance Certificates. Contractor shall deliver to the County, prior to the commencement of work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.

Subcontractor Insurance. Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless the requirement is expressly modified or waived by the County.