



**ATTACHMENT II
INSURANCE REQUIREMENTS**

Project:

**NOTE: SEND A COPY OF THIS
DOCUMENT TO YOUR
INSURANCE AGENT.**

1. The Subcontractor agrees to obtain, maintain, and pay for such workers compensation and employer's liability insurance as required by law (State or Federal) with limits of at least the following:

Worker's Compensation

Oregon Statutory

Employer's Liability

\$500,000 each accident
\$500,000 each disease
\$500,000 each employee per disease

Washington Industrial Insurance through the department of Labor & Industries

2. The Subcontractor agrees to obtain, maintain, and pay for Commercial General Liability insurance and Commercial Automobile Liability insurance with per occurrence and aggregate limits of at least the following:

Automobile Liability

\$1,000,000

Commercial General Liability

(Combined single limit for bodily injury and property damage)

Each Occurrence

\$1,000,000

General Aggregate

\$2,000,000

(General aggregate endorsed to apply separately to this Project).

Products & Completed Operations Aggregate

(to remain in force per the statute of limitations)

\$2,000,000

Stop Gap insurance endorsement

\$1,000,000

(For those with Washington Industrial Insurance)

This insurance is to be provided by a company with an AM Best rating of A- or higher. The Commercial General Liability coverage shall be on an occurrence form and include at a minimum, standard insurance industry coverage for contractual liability coverage, products and completed operations coverage, broad form property damage coverage, personal injury coverage, an endorsement waiving subrogation against the Indemnities, and an Additional Insured endorsement to satisfy the requirements below. If the Commercial

General Liability coverage contains a general aggregate limitation, then such coverage shall be endorsed to provide a specific aggregate for Work performed under this Agreement.

If the Project is located in the State of Washington, Washington Stop Gap coverage must be included.

The Commercial Automobile Liability coverage provided by Subcontractor shall include owned, non-owned and hired motor vehicles coverage, an endorsement waiving subrogation against the Indemnities and an Additional Insured Endorsement to satisfy the requirements below.

3. The Subcontractor agrees that **City of Portland and Emerick Construction**, as well as their employees, agents, and officers (also referred to collectively as “Additional Insureds”) are to be expressly made Additional Insureds under all liability policies. To the fullest extent permitted by law, these policies will provide Additional Insureds with insurance coverage entitling them to defense and indemnity from and against liability or any claim of liability arising out of or in any way related to the Subcontractor’s Work or operations pursuant to this Agreement, including preparation to perform such work or operations.

4. To the fullest extent permitted by law, the Subcontractor’s insurance coverage shall apply regardless of the Subcontractor’s own fault or negligence, or lack thereof, and will not be limited to the Additional Insureds vicarious or respondent superior liability for the acts or omissions of the Subcontractor. Moreover, such additional insurance coverage will apply independently of, and not coextensively with, the Subcontractor’s indemnity obligations under this Agreement. The additional insured coverage required by this Section is intended to be broader in scope and effect than the Subcontractor’s indemnity obligations, and will apply to any claims or liability arising out of the Subcontractor’s Work or operations, even if the Subcontractor’s indemnity obligations do not apply or are prohibited by law.

5. To the fullest extent permitted by law, the additional insured coverage required herein on behalf of the Additional Insured will apply to bodily injury and/or property damage claims arising from the Subcontractor’s operations regardless of the fault, negligence or proximate cause (or alleged fault, negligence or proximate cause) of any Additional Insured and regardless of whether the Subcontractor is named or not named in the claim or complaint.

6. The Subcontractor agrees that the additional insurance required herein will be primary and non-contributory, and not coextensive with any insurance available to an Additional Insured.

7. The Subcontractor agrees that no later than five (5) days before beginning any Work under this Agreement, the Subcontractor will provide Contractor with an acceptable Certificate of Insurance that displays evidence of all required coverage. The Subcontractor will also provide Contractor with a copy of an Additional Insured Endorsement on Form **CG2010 11 85** or its equivalent as well as a Waiver of Subrogation Endorsement on Form **CG 24 04 10 93** or its equivalent. The Certificate of Insurance will expressly entitle the Contractor to **thirty (30) days** notice before any insurance policy referred to therein is modified or cancelled.

8. The Subcontractor agrees that its failure to obtain or maintain the insurance required herein, or to provide a satisfactory Certificate of Insurance and Additional Insured Endorsement, shall entitle the Contractor to declare the Subcontractor in default and to exercise all rights available under this Agreement.

9. The Subcontractor agrees that these insurance requirements apply to all Sub-subcontractors.