

**ATTACHMENT II
INSURANCE REQUIREMENTS
OREGON**

Project Name:

**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

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

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 for 6 years)

\$2,000,000

Professional Liability

(Professional Liability Insurance shall be required of all subcontractors engaged in the performance of professional services. These services include, but are not limited to: surveying, testing, inspecting, compacting, balancing, designing, engineering, consulting, accounting.)

Each Occurrence

\$1,000,000

General Aggregate

\$2,000,000

Automobile Liability

\$1,000,000

This insurance is to be provided by a company(s) with an AM Best rating of A- or higher. The Commercial General Liability coverage shall be on an occurrence form and include, as 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.

The Commercial Automobile Liability coverage provided by Subcontractor shall include “any auto” (owned, non-owned, scheduled 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 ***Owner, Architect, and Glen/Mar Construction Inc.***, as well as their employees, agents, and principals (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” and “Operations” pursuant to this Agreement, including preparation to perform such “***work***” and “***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 Insured’s 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” and “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 to immediately provide the 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 Forms CG 20 10 & CG 20 37, **or** Form CG 32 61 10 05 **or** Form CG 85 22 07 04 **or** CG 85 83 10 05 & CG 85 78 05 05 **or** U-GL-1175 B CW (3/2007) or equivalents. The Certificate of Insurance will expressly entitle 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.

10. Contractor, Owner and all higher-tier subcontractors, and any others as directed by Contractor or as provided in the Contract Documents, shall be additional named insured’s on the policies required above, to the fullest extent allowed by law, and endorsements to the effect shall be delivered to Contractor. The additional insured endorsement shall provide coverage for ongoing and completed operations. Subcontractor’s said insurance shall be primary and non-contributory, and endorsements to that effect shall be delivered to Contractor. Any insurance maintained by Contractor shall be excess and non-contributory. Certificates evidencing the insurance herein required, and endorsements as herein described, shall be delivered to Contractor before any work begins and before any payment to Subcontractor shall become due or be paid. If Subcontractor’s General Liability insurance policy has a general aggregate, then the general aggregate shall apply separately to this subcontract. Subcontractor shall carry and maintain completed operations coverage for a period of not less than six (6) years following the date of completion of the work.

