

**ATTACHMENT C: INSURANCE REQUIREMENTS**

The CONTRACTOR and its subcontractors shall maintain insurance acceptable to the COUNTY in full force and effect throughout the term of this contract. It is agreed that any insurance maintained by COUNTY shall apply in excess of, and not contribute with, insurance provided by CONTRACTOR. The policy or policies of insurance maintained by the CONTRACTOR and its subcontractors shall provide at least the following limits and coverages.

TYPE OF INSURANCE & LIMITS OF LIABILITY

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  x   General Liability: including personal injury, bodily injury and property damage with limits as follows:

Either

\_\_\_ \$1,000,000 Per Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per Project.

Or

\_\_\_ \$2,000,000 Per Occurrence / \$4,000,000 General Aggregate / \$4,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per project.

  x   Automobile Liability Covering any vehicle used on County business

Either

  x   \$1,000,000 per accident

Or

\_\_\_ \$2,000,000 per accident

  x   Worker's Compensation: Per Oregon State Statutes

  x   Professional Liability limits not less than \$1,000,000 Per Claim and \$1,000,000 annual aggregate with 24 months tail coverage.

\_\_\_ Property of Others in Transit (if Contractor to haul County Equipment) limits to be not less than \$100,000 per occurrence / \$500,000 General Aggregate

If this contract commences or extends beyond July 1, 2019, the above limits shall rise to the limits established in the Oregon Tort Limit Act, ORS 30.260, 30.261, 30.272, and 30.273. Contractor must provide proof of increased insurance coverage to coincide with statutory increases in the tort liability caps.

CONTRACTOR'S general liability and automobile insurance must be evidenced by certificates from the insurers. The policies shall name Baker County, its officers, agents and employees as additional insureds and shall provide Baker County with a 30-day notice of cancellation. Worker's compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name Baker County as an additional insured, but must list Baker County as a certificate holder

and provide a 30-day notice of cancellation to Baker County. Certificates of Insurance shall be forwarded to: Baker County Doni Bruland 1995 3<sup>rd</sup> St, Baker City, OR 97814

CONTRACTOR agrees to deposit with the COUNTY, at the time s/he returns the executed contract, Certificates of Insurance or Binders of Insurance if the policy is new or has expired, sufficient to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the COUNTY during the entire term of this contract. Such certificates and/or binders must be delivered prior to commencement of the work. The procuring of such required insurance shall not be construed to limit CONTRACTOR'S liability hereunder. Notwithstanding said insurance, CONTRACTOR shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this contract.