



Insurance Requirement Acknowledgment

Dear Applicant:

Please read the insurance requirements of the Public Improvement Contract carefully.

The Public Improvement Contract requires the **Applicant**:

To defend, indemnify and hold harmless the County, its agents, officers, elected officials and employees from and against all claims, demands and judgments (including attorney fees) made or recovered against them including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising out of, or in connection with this contract, to the extent such damage, injury or death is caused or sustained in connection with the negligent performance or willful misconduct of Applicant, or its agents, officers, employees or contractors.

Note: Even if the Contractor provides proof that all insurance requirements have been satisfied, **the Applicant is still the financially responsible party**. The Applicant must ensure that coverage is sufficient to pay the cost of any or all claims that might arise related to the work described under the Public Improvement Contract for the full term of the contract. Please use careful judgment in determining whether your coverage requirements are sufficient for the project.

I received the Insurance Information Packet from Washington County on the
___ day of _____, 20__.

Signature of Applicant

While Washington County in no way guarantees the attached coverage types and limits will be adequate for every project, the insurance requirements listed below are the minimum amount and type of coverage required by the County.

Applicant/Contractor Insurance Requirements:

1. **Workers' Compensation Insurance.** Contractor should 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 the Applicant or Applicant's employees and subcontractors. Contractor should 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.
2. **Commercial General Liability Insurance.** Contractor should at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance should include contractual liability coverage for the indemnity provided under this contract.
3. **Automobile Liability Insurance.** Contractor should at all times carry Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Applicant's vehicles, whether owned, hired, or non-owned.
4. **Extended Reporting Coverage ("Tail Coverage").** For insurance provided on a "claims made" basis, Contractor should provide "tail" coverage effective at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage could be substituted in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this contract.