



Insurance Requirements

1. Certificates of Insurance

As evidence of the insurance coverage required by this contract, the Contractor shall furnish Certificate(s) of insurance to the Emerald Purchasing Department, before final award can be authorized. The insurance coverage required under this contract shall be obtained from acceptable insurance companies or entities. The contractor shall be financially responsible for all deductibles, self-insured retention and/or self-insurance included hereunder.

2. Comprehensive Commercial / General Liability

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this contract and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000, when applicable. Each annual aggregate limit shall not be less than \$1,000,000, when applicable.

3. Automobile Liability

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent.

4. Workers' Compensation

All subject employers working under this contract are either employers that will comply with ORS 656.017 which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers, or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

5. Indemnification

Contractor shall defend, save, hold harmless, and indemnify Emerald, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

6. Additional Insured

The liability insurance coverage, except Professional Liability, if included, required for performance of the contract shall include Emerald, its' divisions, officers, and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this contract.

7. Notice of Cancellation or Change

There shall be no cancellation, material change, potential exhaustion of aggregate limits, or intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to Emerald, Purchasing department. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the Emerald, its' department, officers, and employees.

8. Professional Liability Insurance (Errors and Omissions)

With a minimum single limit of \$1,000,000 to cover claims arising out of Contractor's professional services hereunder. This policy shall be maintained for a minimum of one (1) year after Emerald's acceptance of Contractor's work.