

INSURANCE AND SUPPLEMENTARY CONTRACT CONDITIONS FOR A&E AND RELATED SERVICES
 (Architects, Engineers, Photogrammetrists, Transportation Planners, Land Surveyors and Providers of Related Services)

THE FOLLOWING INSURANCE AND SUPPLEMENTARY CONTRACT CONDITIONS SHALL APPLY UNLESS SPECIFICALLY PROVIDED OTHERWISE ON THE FRONT OF THE PURCHASE ORDER/CONTRACT:

The successful Contractor for this project, at Contractor’s sole expense, shall obtain and maintain insurance for the term of this Contract, as well as throughout all applicable statutes of limitation and statutes of repose. Contractor’s insurance shall be primary over any insurance or retention the College may carry with the College’s insurance and/or retention(s) being excess and non-contributory. *Contractors are encouraged to consult with their insurance agent(s) about the insurance requirements of this Contract prior (if applicable), to submission of proposal.*

There shall be no cancellation, material change, reduction of limits, reduction in any aggregate limits, or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to the College. Evidence of the required coverage shall be issued by a company satisfactory to the College, shall be approved by the College by way of Certificate of Insurance, and shall be filed and approved by the College *prior to commencement of work or services*. A minimum 30-day written notice of cancellation or material change of coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this Contract.

The College shall have the right to approve all insurers under this Contract. The College reserves the right to reject any or all insurance companies with an unacceptable financial rating.

The Certificate of Insurance must state (whichever is applicable), bid number, bid title, Contract number, purchase order, or similar acquisition instrument number.

Workers’ Compensation

Contractor shall provide and maintain workers’ compensation and employers’ liability insurance with limits not less than the following:

- \$500,000 each accident
- \$500,000 disease – policy limit
- \$500,000 disease – each employee

Policy shall be endorsed providing a waiver of subrogation in favor of the College.

Contractor shall initial below and return this form, if exempt by law:

___I certify that I am exempt from the requirements of ORS 657.017

General Liability

Contractor shall provide and maintain a commercial general liability policy written on an occurrence form with limits not less than:

- \$1,000,000 General Aggregate
- \$1,000,000 Products and Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

The General Liability policy shall include a waiver of subrogation in favor of the College. Consultants are required to provide a Certificate naming Chemeketa Community College, its board members, directors, employees, officers, volunteers, and agents as primary *additional insured* for the work or services performed under this Contract, as well as for completed operations. A copy of the endorsement shall be attached to the Certificate of Insurance.

Automobile Liability

Contractor shall provide and maintain in force during the duration of this Contract a commercial Automobile Liability policy with limits not less than \$1,000,000 combined single limit. Coverage shall apply to “any auto.”

The Automobile Liability policy shall be endorsed with a waiver of subrogation in favor of the College and shall name the College as an additional insured. Copies of the endorsements shall be attached to the Certificate of Insurance.

Professional Liability

Contractor shall maintain professional liability insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. If coverage is written on a claims-made form, the Consultant shall maintain insurance policy for a duration of three (3) years for projects valued \$1 million or less, and five (5) years for projects valued over \$1 million, or the maximum time period available to the Contractor in the marketplace, if this is less than the required time period based on project size. Any deductible shall not exceed \$50,000 per claim.

Hold Harmless and Indemnification Clause

Contractor shall indemnify, defend, save, and hold harmless the College, its board members, officers, agents, employees, and volunteers from claims, suits, or actions to the extent caused by the professionally negligent acts or omissions of the Contractor or its subcontractors, agents, or employees in performance of professional services under this Contract, except to the extent otherwise void under ORS 30.140

Subcontractors

Contractor shall require all Subcontractors to provide and maintain general liability, automobile liability, professional liability, and workers’ compensation insurance for the coverage equivalent to those required of the General Contractor. Contractor shall require Certificates of Insurance from all subcontractors as evidence of coverage.

Waivers or Exceptions

Any exceptions or waivers to these requirements shall be subject to review and approval by the College.

Where to Send Certificates of Insurance

Certificates of Insurance and certification of exemption from Workers’ Compensation (if applicable), shall be sent to Chemeketa Community College by: email to procurement@chemeketa.edu; by mail to Chemeketa Community College Procurement Services, PO Box 14007, Salem, OR 97309-7070; or by fax to 503.399.5038.

The College is an equal opportunity/affirmative action employer and educational institution committed to an environment free of discrimination and harassment. Questions regarding sexual harassment, gender-based discrimination and sexual misconduct policies or wish to file a complaint contact the Title IX coordinator at 503.365.4723. For questions about equal employment opportunity and/or affirmative action, contact 503.399.2537. To request this publication in an alternative format, please call 503.399.5192.