

## **HOLD HARMLESS – CONTRACTOR**

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising whether bodily injury or other personal injury (including death), or involving an injury or damage to property expenses were caused by the negligence or other wrongdoing of CONTRACTOR, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CITY or any of its agents or employees.

### **(Insurance Requirements)**

CONTRACTOR shall purchase and maintain the following insurance, at CONTRACTOR's expense:

- Commercial General Liability Insurance with a minimum limit of \$ 1,000,000 each occurrence/ \$ 2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Automobile Liability Insurance for all owned, non-owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR with a combined single limit of \$ 1,000,000 minimum.
- Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.

CONTRACTOR shall make CITY an additional insured on each policy of insurance that CONTRACTOR is required to maintain under the contract documents.

Similarly, CONTRACTOR shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insureds and required of CONTRACTOR.

Each additional insured endorsement shall expressly afford coverage to the additional insureds not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations.

All completed operations coverages shall be maintained by CONTRACTOR and its subcontractors or suppliers for five (5) years following the completion of the work. Any coverage available to CITY as a named insured shall be secondary, so that the coverage to the CITY as an additional insured on the policies maintained by CONTRACTOR and subcontractors is primary.

CITY reserves the right to selectively trigger any one or more insurance policies that afford CITY coverage, whether as a named insured or as an additional insured.

CONTRACTOR agrees that CITY shall be provided at least sixty (60) days advance written notice of any cancellation or rescission of any policy that CONTRACTOR or any of its subcontractors or suppliers is required to maintain under the contract documents.

Prior to commencing work, CONTRACTOR shall provide CITY certificates of insurance evidencing the required coverages.

CITY's receipt or review of any certificate of insurance reflecting that CONTRACTOR or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the contract documents shall not constitute a waiver of any of CITY's insurance rights under the contract documents, with all such rights being fully and completely reserved by the CITY.

No provision of this agreement shall constitute a waiver of the CITY's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

Insurance required by this contract and supported by the additional insured endorsement shall be as broad as necessary to support the hold harmless requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_