

CITY OF AUBURN STANDARD SPECIFICATIONS

GENERAL CONDITIONS

SECTION 3

INSURANCE, HOLD HARMLESS, AND CONTRACT BONDS

3.01 INSURANCE

The Contractor will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. If the general liability insurance is written on a claims-made basis, the Contractor will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, \$500,000.00 each accident, \$500,000.00 disease – each employee and \$500,000.00 accident, \$500,000.00 disease – policy limit. The Contractor is responsible for the payment of any deductibles or self-insured retentions. The Contractor's insurance will be primary.

The City will be named as additional insured under the Contractor's general liability insurance and automobile liability insurance policies.

The Contractor shall require certificates of insurance from sub-contractors. Sub-contractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the City and the Contractor and shall be made available to the City upon request.

The Contractor agrees to indemnify, hold harmless, and defend the City, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the Contractor, its employees, or its sub-contractors in connection with the work to be performed under this contract. This obligation survives the payment of any loss by the Contractor's insurance carrier.

This contract may not be assigned by the Contractor without the written permission of the City.

This contract will be interpreted according to the laws of the State of Alabama.

Legal action arising from the performance of this contract will be filed in the Circuit Court of Lee County, Alabama located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama – Eastern Division located in Opelika, Alabama.

3.02 HOLD HARMLESS

The Contractor agrees to indemnify, hold harmless, and defend the City, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the Contractor, his employees, or his sub-contractors in connection with the Work to be performed under the Contract. Contractor shall purchase liability insurance to cover this indemnity obligation.

3.03 CONTRACT BONDS

Within ten (10) days after Notice of Award, the successful Bidder shall furnish and file with the City a performance bond and a labor and material payment bond, in such form as required by this Contract and in an amount not less than 100% of the Contract Bid Price.