

For project specific information refer to the project documents:

#### INDEMNITIES AND INSURANCE

Upon award of this Contract, Contractor and/or manufacturer shall procure and maintain insurance coverage described herein, with the City named as an additional insured on the Commercial General Liability. Such insurance shall be carried with insurance companies satisfactory to the City. Satisfactory certificates of insurance shall be filed with the City before the bid is awarded. Certificates shall indicate cancellation provision of not less than thirty (30) days prior written notice delivered to the City.

**Indemnity:** The Contractor and his sureties shall indemnify, defend and hold harmless the City and all its officers, agents and employees from all damages, suits, actions, judgments and claims of any character, name and description arising from any injuries or damage received or sustained by any person or persons or property, on account of any negligent act or failure to act or fault of the Contractor, his agents or employees, in performance of this agreement; or on account of the failure of the Contractor to provide necessary safety equipment or signage warning of hazards created by Contractor or by virtue of Contractor's activities; and Contractor shall immediately pay any judgment, with costs, which may be obtained against the City, its officers, agents or employees, growing out of such injury or damage.

**Contractors Insurance:** The Contractor shall not commence work under proposed contract until obtaining at Contractor's own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City Attorney, nor shall the Bidder allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain such insurance until the final acceptance by the City of all construction covered by the contract.

**Commercial General Liability:** The Contractor shall secure and maintain during the period of this contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Contractor with respect to all work performed by him and all his subcontractors under the contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insured's. If applicable to the scope of this project, this policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Bidder's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Contractor under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.

**Comprehensive Automobile Liability Insurance:** The Contractor shall procure and maintain during the period of the contract and for such additional time as work on the project is being performed Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. This insurance shall include uninsured/ underinsured motorist coverage and shall protect the Contractor from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Contractor.

**Worker's Compensation Insurance:** The Contractor shall procure and maintain during the period of this contract and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained regardless of whether the Contractor may have no employees as defined under said Act or that Contractor might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Contractor performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Contractor or exempt employees under the Act.

If any classes of employees engaged in hazardous work under this contract at the site of the project are not protected by the Workers' Compensation statute, the Contractor shall provide, and similarly cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected.

Subcontractor Performing Work for the Contractor: Any subcontractor performing work for the Contractor under the contract shall provide certificates of insurance to the Contractor and to the City of Pueblo, Colorado, of the same type and in the same amounts as required by the Contractor.

The Insurance Coverage: The insurance coverage enumerated in the above paragraphs constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Contractor under the terms of the contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

Certificates of Insurance: Certificates of Insurance for Workers' Compensation Insurance, Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance shall be filed with the City Purchasing Office prior to the execution of the contract. Certificates for Builder's Risk Insurance shall also be filed with the City when such insurance is required for the project. Said insurance shall not thereafter be canceled, permitted to expire, or be changed without 30 days advance written notice to the City.