

INSURANCE AND INDEMNIFICATION CONTRACTORS

MEDIUM HAZARD

CONTRACTOR'S INSURANCE

The Contractor shall secure and maintain such primary insurance policies as will protect himself or his Subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this contract whether such operations be by himself or by any Subcontractor or anyone employed by them directly or indirectly.

The following insurance policies are required unless other limits are specified in the "Advertisement for Bids" or "Special Provisions." The City is to be named as an additional insured under General Liability.

(1) Commercial General Liability

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products Completed	\$1,000,000

(2) Commercial Automobile Liability

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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(3) Excess Liability Umbrella

\$2,000,000

(4) Statutory Worker's Compensation with waiver of subrogation in favor of the City.

INSURANCE INCLUSIONS

The comprehensive general liability insurance shall include independent Contractors protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment. Property damage shall include coverage for explosion, collapse, and underground damage.

CONTRACTUAL LIABILITY

The insurance required above under "CONTRACTOR'S INSURANCE" on page 1, shall:

- (1) **be Primary insurance and non-contributory.**
- (2) include contractual liability insurance coverage for the Contractor's obligations under the INDEMNIFICATION paragraph on page 3.

CERTIFICATES OF INSURANCE

Certificates of Insurance, acceptable to the City indicating insurance required by the Contract is in force, shall be filed with the City prior to approval of the Contract by the City. The Contractor shall insure that coverages afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the City. The Contractor will accept responsibility for damages and the City's defense in the event no insurance is in place and the City has not been notified.

PROPERTY INSURANCE

Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the contractor's entire work, supplies and materials at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief and equipment breakdown. The Contractor shall effect and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in an Application for Payment. If the City is damaged by failure of the Contractor to purchase or maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto.

BUILDER'S RISK INSURANCE

The City of Davenport reserves the right to require "Builder's Risk" coverage dependent upon the scope of the project. If required, "Builder's Risk" policies and limits will be specified in the "Advertisement for Bids" or "Special Provision".

LOSS ADJUSTMENTS

Any loss that is insured under the PROPERTY INSURANCE paragraph above, is to be adjusted with the Contractor and made payable to the Contractor as trustee for the insured, as their interests may appear. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor and, by appropriate agreement written where legally required for validity, shall require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

INDEMNIFICATION

To the fullest extent permitted by the law, the Contractor shall defend, indemnify, and hold harmless the City, its officials and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to, all attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense

(1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

(2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City, its officials or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the City, its agents or employees, arising out of

(1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications; or

(2) the giving of or the failure to give directions or instructions by the Project Manager or his representatives, providing such giving or failure to give is the primary cause of the injury or damage.