

ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND
CITY OF NORTHFIELD

INDEMNIFICATION, HOLD HARMLESS AND DEFEND, AND CONTRACTOR'S
LIABILITY INSURANCE AGREEMENT

I. Indemnification

Contractor shall indemnify, save harmless and defend the City of Northfield, New Jersey, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the City of Northfield, New Jersey, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the City of Northfield, New Jersey, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor's Contract.

II. Insurance

Notwithstanding the indemnification and defense obligations of the Contractor, Contractor shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

Contractor shall be required to name the City of Northfield, New Jersey as an "Additional Insured" on the Contractor's policy of commercial general liability insurance, and

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simultaneously with the delivery of the executed Contract Documents, Contractor shall provide the City of Northfield, New Jersey with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the work being performed and furnished, has been obtained and that the City of Northfield, New Jersey has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor shall be required to provide the City of Northfield, New Jersey with a Certificate of Insurance indicating the continuation of insurance coverage and designating the City of Northfield, New Jersey as an "Additional Insured".

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law:

Name_____

Title_____

Signature_____

Address_____

City_____ State_____

Telephone_____

Notary_____

Date_____

My Commission Expires_____

SEAL

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Schedule of Insurance (Sample*)

Notwithstanding the indemnification and defense obligations of the Contractor, the "Contractor" shall provide at its own cost and expense proof of the following insurance to the "City of Northfield, New Jersey":

- A. Workers' Compensation
Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

- B. General Liability Including Products & Completed Operations
With a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars** with a minimum annual aggregate of *two million (\$2,000,000) dollars**.
City of Northfield, New Jersey shall be named as "Additional Insured".

- C. Automobile Liability Insurance
With a minimum combined single limit of liability per accident of *one million (\$1,000,000) dollar** for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.

- D. Errors and Omissions/Professional Liability
A minimum limit of liability of *one million (\$1,000,000) dollar** per incident and in the annual aggregate.

Failure by the Contractor to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this contract. The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the "City of Northfield, New Jersey". The "Contractor" shall take no action to cancel or materially change any of the insurance required under this Contract without the "City of Northfield, New Jersey's" prior approval. The maintenance of insurance under this section shall not relieve the "Contractor" of any liability greater than the limits or scope of the applicable insurance coverage.

- * Above insurance schedule to be prepared in consultation with the City of Northfield's Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines.