



BOARD OF PUBLIC WORKS

CITY OF HANNIBAL

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ELECTRIC, WATER AND SEWER DEPARTMENTS

3 INDUSTRIAL LOOP DRIVE • PO BOX 1589 • HANNIBAL, MISSOURI 63401-1589

HOLD HARMLESS AGREEMENT

BOARD OF PUBLIC WORKS

Hannibal Board of Public Works of Hannibal, Missouri

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the Hannibal Board of Public Works, its officers, agents, volunteers, lessees, invitees 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 out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or 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 HANNIBAL BOARD OF PUBLIC WORKS 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 bases.
- Comprehensive Business Automobile Liability Insurance for all 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 HANNIBAL BOARD OF PUBLIC WORKS 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 insured as required of CONTRACTOR.

Each additional insured endorsement shall expressly afford coverage to the additional insured's 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 coverage's shall be maintained by CONTRACTOR and its subcontractors or suppliers for five (5) years following the completion of the Work.

Any coverage available to HANNIBAL BOARD OF PUBLIC WORKS as a named insured shall be secondary, so that the coverage to the HANNIBAL BOARD OF PUBLIC WORKS as an additional insured on the policies maintained by CONTRACTOR and subcontractors is primary.

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

CONTRACTOR agrees that HANNIBAL BOARD OF PUBLIC WORKS 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 HANNIBAL BOARD OF PUBLIC WORKS certificates of insurance evidencing the required coverage's. HANNIBAL BOARD OF PUBLIC WORKS'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 HANNIBAL BOARD OF PUBLIC WORKS's insurance rights under the contract documents, with all such rights being fully and completely reserved by the HANNIBAL BOARD OF PUBLIC WORKS.

The CONTRACTOR'S responsibility under this Agreement coincides with the period of service to the HANNIBAL BOARD OF PUBLIC WORKS OF HANNIBAL/ BOARD OF PUBLIC WORKS, and is extended beyond the completion of service date as provided for by law, ordinance, contract terms, or agreement provisions.

DATED THIS _____ DAY OF _____ 20

Name (print)

Address

Telephone Number

Signature

Revised January 2014