

**ADDENDUM F:
INDEMNIFICATION AND HOLD HARMLESS**



The applicant will be required to provide a certificate of insurance showing general liability insurance coverage with the City of Auburn named as additional insured.

The FIRM agrees to indemnify, defend and hold harmless the CITY, its officials, representatives, agents, servants, and employees (collectively, CITY) from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including reasonable attorneys' fees and litigation expenses, to the extent caused by the FIRM's negligent performance of the work under this Agreement and that of its sub-consultants or anyone for whom the FIRM is legally liable. This obligation will survive the payment of any losses by the FIRM's insurance company.

The FIRM will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, professional 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. Limits of liability for professional liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence/claim and \$1,000,000.00 aggregate. If the general liability insurance and/or the professional liability insurance is on a claims- made basis, the FIRM will maintain coverage in force for a period of two (2) years following completion of the work specified in the Agreement at the limits of coverage specified in this paragraph. Workers' compensation insurance shall provide statutory benefits and employer's liability coverage with limits of, at a minimum, \$500,000 each accident, \$500,000 disease – each employee and \$500,000 disease policy limit.

The FIRM is responsible for the payment of any deductibles or self-insured retentions. The FIRM's insurance is primary. If the FIRM carries higher limits of coverage, the higher coverage limits apply.

The certificate of insurance shall provide the CITY with thirty (30) days' written notice of cancellation of any of the coverage named in said certificate.

The CITY will be named as an additional insured under the FIRM's general liability insurance and automobile liability insurance policies.

The FIRM shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the FIRM. These certificates shall evidence waivers of subrogation in favor of the CITY and the FIRM, and shall be made available to the CITY upon request.

Please sign below indicating you have read and understand this agreement

For office use only		Approved
		Denied
Application No.		