

ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

**RECOMMENDED INDEMNIFICATION, HOLD HARMLESS AND
DEFEND LANGUAGE AND CONTRACTOR'S LIABILITY
INSURANCE LANGUAGE**

I. Indemnification

Contractor shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, 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 Municipality, 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 Municipality as an "Additional Insured" on the Contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Contractor shall provide the Municipality 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 Municipality 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 Municipality with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Municipality 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:

**Schedule to be prepared in consultation with your Risk
Management Consultant as recommended within the JIF
Certificate of Insurance Guidelines**

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 “Municipality”:

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**.

Municipality 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 “Municipality”. The “Contractor” shall take no action to cancel or materially change any of the insurance required under this Contract without the “Municipality’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 your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines.