

SECTION II: PROTECTION FROM LOSS AND LIABILITY (INDEMNITY)

1. GENERAL POLICY. Tremonton City will take all necessary precautions and steps in written contracts to prevent loss and liability arising from entering relationships with independent contractors and service providers using the Indemnity Provision Agreement (see Appendix Number 2 for details).
 - A. Each contract with a private contractor shall contain indemnity/hold harmless clauses which provide that:
 - (1) All contracts must contain indemnity and defense provisions in which the contractor assumes all liability arising out of work performed by the contractor or their officers, employees, agents, and volunteers.
 - (2) All contractors shall provide evidence that they have acquired and maintain comprehensive general liability coverage, including liability insurance covering the contract concerned, prior to the execution of the contract.
 - (3) Tremonton City and its officials, employees, and agents must be named as “additional insured” on the liability insurance policy.
 - B. Each contract with a private contractor should contain provisions that ensure the contractor is carrying workers’ compensation insurance coverage.
 - (1) Tremonton City shall require evidence of Workers Compensation insurance (or evidence of qualified self -insurance) from all contractors prior to the contract for services being signed.
 - (2) Tremonton City shall have the contractor show evidence of the contractor's Workers Compensation coverage to Tremonton City.
 - C. A valid State Contractor’s License may be accepted as proof of Worker’s Compensation coverage.

Notes

REV 11-08.1