

CONTRACTOR AFFIDAVIT

SAFETY, INSURANCE AND HOLD HARMLESS REQUIREMENT

_____ (“Contractor”) hereby agrees to abide by the requirements detailed below and will remain in compliance with these requirements throughout the term of its contract with the Department of Public, City of Orangeburg, South Carolina (“DPU”).

Safety

Contractor expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970 [and to the Occupational and Safety Health Act of the State of , including but not limited to training, provision of personal protective equipment, adherence to all appropriate lock out/tag out procedures, and providing all notices, Safety Data Sheets, labels, etc. required by the right-to-know standard.

Insurance

Contractor shall carry worker's compensation insurance in amounts no less than \$500,000.00 (Five Hundred Thousand Dollars). Contractor shall carry commercial general liability insurance (CGL) in amounts no less than \$1,000,000.00 (One Million Dollars). Contractor shall have DPU named as an additional insured on its insurance policies; and, shall have a notice of cancellation provision added to its policies ensuring no less than thirty (30) days prior written notice from the carrier to the Company before cancellation of said policies. Prior to the commencement of this Agreement, Contractor shall have its insurance carrier provide an appropriate Certificate of Insurance directly to DPU evidencing compliance with the terms of this paragraph.

Hold Harmless

Contractor represents that it is an independent contractor. The Contractor agrees to indemnify, defend, and hold harmless DPU, its officers, agents, servants, employees, successors and assigns from and against any and all claims, suits, judgments, damages, or causes of action of any kind, nature or description whatsoever, including any and all costs, reasonable attorney’s fees, costs of defense and any and all other expenses arising out of or from the Contractor's performance of its scope of work by Contractor or by any of Contractor's officers, shareholders, agents, servants, employees, guests, subcontractors, invitees and those doing business with contractor or any subcontractor of the Contractor.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any nature and kind naming DPU as a party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees incurred by DPU which may arise thereon. Contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by Contractor shall in no way limit the responsibility of the Contractor to indemnify, keep and save harmless and defend of DPU, or their respective officers, employees, agents and instrumentalities as herein provided. Nothing contained herein shall prevent DPU from retaining its own legal counsel and investigators to protect its interests.

The Contractor hereby certifies, acknowledges and agrees to each requirement outlined in this document regarding Safety, Insurance and Hold Harmless.

Date: _____

By: _____

Title: _____

Company Name: _____