

8.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin, and shall otherwise comply with all applicable anti-discrimination provisions of state and federal laws, rules and regulations and shall hold harmless and indemnify the City, its officers, officials, agents and employees for any failure to so comply.

9.00 INDEMNITY

The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

10.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City.

11.00 TERM / CONTRACT EXTENSION

The contract shall be for a five (5) year period beginning upon the execution of this Contract and ending five (5) years thereafter. The initial five (5) year term of this Contract shall automatically be extended for successive additional five (5) year terms, unless either party notifies the other party in writing, not less than one hundred twenty (120) days prior to the expiration of the initial five (5) year term or of any successive five (5) year term of its intentions to terminate this Contract or of its intentions to renew this Contract for a term of one (1) year only. Any such written notice shall be served by certified or registered mail, return receipt requested.

12.00 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's -Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 9.00 All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work thereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."