

SECTION 00510 - HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENT, that _____
_____(CONTRACTOR)
hereinafter called CONTRACTOR has entered into a CONTRACT with
_____(OWNER)
hereinafter called the OWNER, dated _____, 2____ for Project
No. _____.

NOW, THEREFORE, in consideration of the award of said Contract to the Contractor, as well as other good and valuable considerations CONTRACTOR, intending to be legally bound hereby, agrees to indemnify and save harmless _____
(OWNER) and _____(ENGINEER) from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the work, provided that such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom and (b) is also caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claim, damage, loss or expense is caused in part by Owner or Engineer.

The obligations of the Contractor to Engineer under this paragraph, shall not extend to the liability of the Engineer, his agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (b) the giving of or failure to give directions or instructions by Engineer, his agents or employees provided that such giving or failure to give is the proximate cause of injury or damage.

In any and all claims against Owner or Engineer, or any of their agents or employees by an employee of the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or any for whose acts any one or more of them may be liable, the indemnification's obligation of Contractor hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workmen's Compensation Act, or any disability benefits acts or any other employee benefit act of the Commonwealth of Virginia or any other State.

ATTEST:

CONTRACTOR:

BY: _____

BY: _____

DATE: _____

END OF SECTION