

## ELEVENTH: INSURANCE.

### A. Indemnification

The Consultant shall indemnify, defend and save harmless the CITY, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, damages, losses, or costs, including <sup>Reasonable</sup> attorneys' fees, of every name and description to which the CITY may be subjected to or put by reason of injury to the person or property of another, or the property of the CITY, arising out of, ~~or relating to in any degree or manner whatsoever from or in connection with CONSULTANT'S activities in the performance of or failure to perform this contract.~~ This provision shall include all losses, costs, and damages, which the CITY may suffer by reason of injury to the person or property of another, or the property of the CITY, resulting from but not limited to, the alleged negligence or carelessness, active or passive, of the CONSULTANT, ~~or the alleged joint negligence active or passive, of the CONSULTANT and the CITY, its or their employees, agents, or sub-contractors,~~ in the performance under this contract, or in the delivery of materials and supplies. The whole or so much money to become due under this contract or as shall be considered necessary by the CITY, may be retained by it until all suits or claims for damages shall have been settled or otherwise disposed of and evidence to that effect furnished to the satisfaction of the CITY.

~~The CONSULTANT shall defend, indemnify and hold harmless the City of Buffalo, its agents, officers, servants and/or employees for all claims or losses for personal injury involving employees of the CONSULTANT or persons working for the CONSULTANT or any contractor or subcontractor or supplier or any third parties injured during the performance of this contract.~~ The provisions of this section shall survive the expiration or termination of this contract; shall not be limited by reason of any insurance coverage

provided hereunder or the limits of any insurance requirements; and shall be separate and independent of any other requirement of this contract.

**B. Insurance**

The CONSULTANT shall secure policies of Workman's Compensation, Professional Liability, General and Automobile Liability Insurance, and maintain said policies in force during the life of this contract in the limits set forth:

Workman's Compensation Insurance:

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the State of New York workmen's Compensation Law.

General Liability:

With respect to all operations the CONSULTANT shall carry Commercial General Liability insurance providing for a minimum limit of two million dollars (\$2,000,000) per occurrence for each job site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under this contract. Each annual aggregate limit shall not be less than \$4,000,000.

Automobile Insurance:

With respect to any owned, non-owned, or hired vehicles the CONSULTANT shall carry Automobile Liability insurance providing for a minimum limit of one million dollars (\$1,000,000) per accident for bodily injury and property damage.