

Lexington-Fayette Urban County Government RFP

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

Indemnification and Hold Harmless Provision

(1) It is understood and agreed by the parties that Consultant hereby assumes liability for any damages to persons or property arising out of any negligent act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against liability, damages, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that to the extent are connected with, or that arise or are alleged to have arisen from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused by the negligence or willful misconduct of LFUCG.

(3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against liability, damages including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.

(4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend, indemnify and hold harmless from any and all claims, injuries, damages or causes of action as well as related expenses, including reasonable defense costs and attorney's fees, made against LFUCG, that are ultimately determined by the Court to be caused by and only to the extent of the negligence of the Consultant.

Insurance Requirements

Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this contract the following or equivalent insurance policies at the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid

Coverage Limits Professional Liability \$1 million per occurrence/ \$2 million per aggregate.

Verification of Coverage

CONSULTANT agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award. CONSULTANT will not provide a copy of its insurance policies, but if under necessary circumstances, the policies may be made available for review, in redacted form, on CONSULTANT premises with sufficient advance notice.