

Article 8 – Insurance

8.1 CONSULTANT agrees to maintain all insurance policies listed under this article throughout the life of this Agreement and that coverage's afforded under these policies will not, under any circumstances, be canceled and/or altered without giving at least forty-five (45) days prior written notice to the CITY.

8.2 CONSULTANT, if requested to do so, will promptly provide the CITY with Certificates of Insurance and/or a declaration sheet showing effective dates and coverage limits for each policy, as applicable. Policies shall be issued by Companies authorized to do business under the laws of the State of Mississippi.

8.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event that the insurance certificate provided indicates that the insurance shall terminate and/or lapse during the period of this contract, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereof is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect.

8.4 Insurance Coverage:

8.4.1 Commercial General Liability Insurance coverage is written on an “each occurrence” basis and with the following limits:

- \$ 1,000,000 - General Aggregate Limit
- \$ 1,000,000 - Products-Completed Operations Aggregate limit
- \$ 1,000,000 - Personal and Advertising Injury Limit
- \$ 1,000,000 - Each Occurrence Limit

8.4.2 Contractors Pollution Liability Insurance coverage is written on an “each occurrence” basis and with the following limits:

- \$ 1,000,000 - Aggregate Limit
- \$ 1,000,000 - Each Pollution Condition Limit
- \$ 1,000,000 - Each Occurrence Limit

8.4.3 Professional Liability Insurance (Errors and Omissions) coverage is written on an “each incident” basis and with the following limits:

- \$ 1,000,000 - Aggregate Limit
- \$ 1,000,000 - Each Incident Limit

8.5 CONSULTANT shall have its insurer name the CITY as an additional insured on its General Liability Policy.

8.6 CONSULTANT agrees to comply with any other mutually agreed upon insurance coverage(s) the CITY deems necessary.

Article 9 –Indemnity and Liens

9.1 Indemnity: CONSULTANT shall indemnify and hold the CITY and its Agents, officers, commissioners, or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above required insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to protect, defend, indemnify, and hold the CITY and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses, liabilities of every kind and character resulting from error, omission or negligent act of CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT’S duties set forth in this Agreement. CONSULTANT further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, etc. , even if such claim is groundless, false or fraudulent.

9.2 Warranty of Tide and Waiver of Liens: The CONSULTANT shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Mississippi or otherwise by any person or persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONSULTANT. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

Article 10 – Subcontractors

10.1 Local Resources: The CONSULTANT shall, to the extent practicable, give priority to utilizing resources in CITY and surrounding areas, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workers.

10.2 Subcontractors:

10.2.1 The CONSULTANT shall be fully responsible to the CITY for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the CONSULTANT is for the acts and omissions of persons employed by it. The CONSULTANT shall cause appropriate provisions to be inserted in all subcontracts, which reflect the termination provisions that the CITY may exercise over the CONSULTANT under this Agreement.