Dual Indemnification for Consultants

Indemnification for General Liability/Non-Professional Negligence  The Consultant shall defend, indemnify and hold harmless The City and any of its agencies, officials, officers or employees from and against damages, liability, losses, costs and expenses including reasonable attorneys’ fees arising out of or resulting from the negligence of the Consultant its employees, agents, subconsultants or others for whom the Consultant is legally liable provided that such damage, liability, loss, cost or expense is:
   A. Attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Project itself) including loss of use resulting there from; and 
   B. Not the result of professional negligence

Indemnification for Professional Negligence  The Consultant shall indemnify and hold harmless The City and any of its agencies, officials, officers or employees from and against damages, liability, losses and costs which are incurred by The City but only to the extent caused by the negligent acts, errors, or omissions of the Consultant, its employees, agents, subconsultants or others for whom the Consultant is legally liable in the performance of professional services under this Agreement. The Consultant shall not be obligated to indemnify The City for the negligent acts of The City or any of its agencies, officials, officers, employees, subconsultants or subcontractors.

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