

PARKING AGREEMENT
(225 Old Falls Street – Power City Building)

THIS PARKING AGREEMENT (this "Agreement"), made as of the ____ day of September, 2018 by and between Anwal Properties, a partnership organized and existing pursuant to the Laws of the State of New York, with offices at 225 Old Falls Street, Niagara Falls, New York 14303 and 265 South 4th Street, Lewiston, New York 14092 ("Anwal") and the City of Niagara Falls, New York, a New York municipal corporation with offices at 745 Main Street PO Box 69, Niagara Falls New York 14302-0069 (the "City").

WHEREAS, Anwal owns and operates the Power City Office Building at 225 Old Falls Street, Niagara Falls, NY 14303; and

WHEREAS, the City owns and operates parking facilities near the Power City Office Building; and

WHEREAS, Anwal has requested that the City sell to Anwal certain parking permits ("Parking Permits") which permit the holder thereof access to park in certain unreserved parking spaces in the lots owned by the City at 225 Second Street and 238 Third Street (the "Third Street Lot") and Third Street near Niagara lot (the "Third/Niagara Lot") for the tenants, building managers, employees and invitees of Anwal (the "Permitted Users"), and

WHEREAS, the City presently has parking spaces available in the Third Street Lot and the Third/Niagara Lot for the use of Anwal's Permitted Users.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Parking Spaces.

- a. The City agrees to sell to Anwal and Anwal agrees to purchase from City five (5) Parking Permits, each of which shall grant its holder access to the Third Street Lot and the Third/Niagara Lot for the purpose of parking vehicles in the Third Street Lot and the Third/Niagara Lot. The City agrees that Anwal may purchase additional Parking Permits from the City provided the Third Street Lot and/or the Third/Niagara Lot have sufficient capacity. The City, in its sole discretion, will determine whether there is sufficient capacity in the Third Street Lot and/or the Third/Niagara Lot to sell additional Parking Permits to Anwal. The City agrees that Anwal may utilize parking spaces available in the northerly portion of the Third Street Lot if parking spaces are available and may have signage produced and paid for by Anwal and approved and installed by the City as may be considered necessary or appropriate to affect the orderly use of the Third Street Lot by Anwal's Permitted Users by indicating on such signage that the northerly portion of the Third Street Lot is available for Anwal's Permitted Users. Anwal's use of the Third Street Lot and/or the Third/Niagara Lot for such parking shall be subject to the terms and conditions set forth in this Agreement. Notwithstanding the signage designating the northerly portion of the Third Street Lot available for use by Anwal's Permitted Users, Anwal acknowledges and agrees that vehicles other than those of Anwal's Permitted Users may also park in the designated areas. No particular parking spaces in the Third Street Lot and/or the Third/Niagara Lot shall be specifically marked or set aside for use by Anwal's Permitted Users, nor shall any parking

spaces or portions of the Third Street Lot and/or the Third/Niagara Lot be specifically reserved for the exclusive use of Anwal's Permitted Users.

- b. The use of said Parking Permits shall be restricted solely to Anwal's Permitted Users. Anwal's use of the Third Street Lot and the Third/Niagara Lot shall be limited to parking only of standard automobiles, SUVs and pickup trucks in accordance with this Agreement, and no other use whatsoever shall be made of the Third Street Lot and the Third/Niagara Lot or any portion thereof by Anwal's Permitted Users. The parking of buses, tractor trailer trucks, and recreational vehicles of all description is prohibited.
- c. No parking spaces in the Third Street Lot and/or the Third/Niagara Lot shall be reserved for Anwal's use, nor shall any parking spaces be otherwise designated for the exclusive use of the Permitted Users. Rather, all parking spaces in the Third Street Lot and the Third/Niagara Lot, including the five (5) parking spaces accessed by the five (5) Parking Permits provided for in this Agreement, shall be available on a nonexclusive, unreserved "first-come, first-served" basis. Notwithstanding the foregoing, the City represents and warrants that the capacity of the Third Street Lot and the Third/Niagara Lot are sufficient to provide adequate unreserved parking spaces for Anwal's use to the extent of the five (5) parking spaces provided for in this Agreement and that the City, in operating the Third Street Lot and the Third/Niagara Lot, shall not allocate parking spaces to other users to such an extent that the five (5) parking spaces provided for in this Agreement become unavailable for Anwal's use.
- d. Anwal shall, at all times during which this Agreement remains in effect, comply with all reasonable rules and regulations related to all Third Street Lot and the Third/Niagara Lot users promulgated by the City or any employee or managing agent retained by the City to manage the Third Street Lot and the Third/Niagara Lot at any time and from time to time, and shall comply with all applicable statutes, laws, ordinances, regulations, and orders of governmental authorities having jurisdiction over the Third Street Lot and the Third/Niagara Lot.

2. Availability of Parking.

- a. This Agreement is not intended to, nor shall it in any manner be construed to ensure or otherwise guarantee to Anwal that, at any particular time while this Agreement is in effect, there will be parking available in the Third Street Lot and/or the Third/Niagara Lot. Anwal acknowledges that the Third Street Lot and/or the Third/Niagara Lot are periodically full, especially during summer holidays and special events.
- b. In the event that the City needs access to the Third Street Lot and/or the Third/Niagara Lot for maintenance, repairs or for any other legitimate public purpose, the City may temporarily close or prohibit access to the Third Street Lot and/or the Third/Niagara Lot, or portions thereof, in which case, parking by Anwal's Permitted Users may be temporarily restricted or precluded from such use. In performing such maintenance and repairs with respect to the Third Street Lot and/or the Third/Niagara Lot, the City agrees to take such steps as are reasonably necessary to minimize any disruption to Anwal's Permitted Users use of the Third Street Lot and/or the Third/Niagara Lot pursuant to this Agreement.
- c. In the event Anwal is temporarily precluded from using all or any portions of the Third Street Lot and/or the Third/Niagara Lot from time to time for the reasons described in paragraph 2(a) and 2(b) above, Anwal's Permitted Users shall be allowed to temporarily use the Parking Permits issued pursuant to this Agreement for access to unreserved parking

spaces in any of the parking lots or other parking facilities operated by the City (collectively, the "Alternate Facilities"), subject, however, to the terms and conditions of this Agreement and subject to any particular rules, regulations, or restrictions that apply to such Alternate Facilities. The City agrees to use reasonable efforts to offer Anwal's Permitted Users Alternate Facilities as close to the Third Street Lot and/or the Third/Niagara Lot as possible as the same may be available from time-to-time while the Third Street Lot and/or the Third/Niagara Lot are unavailable for Anwal's Permitted Users. Such alternate facilities may include, but not be limited to, the City Parking Ramp on Rainbow Boulevard and the City surface lot located at First Street and Rainbow Boulevard, provided it is not otherwise utilized.

Notwithstanding any period during which Anwal is precluded due to maintenance or repair work conducted by the City from using the Third Street Lot and/or the Third/Niagara Lot or any portions thereof, the obligations of the Anwal hereunder, including, without limitation, the obligation to pay for the Parking Permits issued pursuant to this Agreement, shall remain unchanged and in full force and effect. However, if the City does not make Alternate Facilities available for Anwal's Permitted Users use while such maintenance or repair work is being performed, then Anwal's payment obligations hereunder shall be temporarily abated, to the extent that it is precluded from using the Third Street Lot and/or the Third/Niagara Lot.

- d. In the event the City requires access to and utilization of the Third Street Lot and/or the Third/Niagara Lot for the construction of a new City parking ramp, the City may limit, close or prohibit access to the Third Street Lot and/or the Third/Niagara Lot, or portions thereof, for the duration of construction, in which case, parking by Anwal's Permitted Users during the construction of a new City parking ramp will be restricted or precluded.

During the period of time when Anwal is precluded from using all or a portion of the Third Street Lot and/or the Third/Niagara Lot during the construction of a new City Parking ramp, Anwal's Permitted Users shall be allowed to temporarily use the Parking Permits issued pursuant to this Agreement for access to unreserved parking spaces in any of the Alternate Facilities, subject, however, to the terms and conditions of this Agreement and subject to any particular rules, regulations or restrictions that apply to such Alternate Facilities. The City agrees to use reasonable efforts to offer Anwal and its Permitted Users Alternate Facilities as close to the Third Street Lot and/or the Third/Niagara Lot as possible as the same may be available from time to time while the Third Street Lot and/or the Third/Niagara Lot are unavailable for Anwal's use. Notwithstanding any period during which Anwal is precluded during construction of a new City parking ramp from using the Third Street Lot and/or the Third/Niagara Lot or any portions thereof, the obligations of Anwal hereunder, including, without limitation, the obligation to pay for the Parking Permits issued pursuant to this Agreement shall remain unchanged and in full force and effect.

However, if the City does not make Alternate Facilities available for Anwal's Permitted Users use while such construction is being performed, then Anwal's payment obligations hereunder shall be temporarily abated, to the extent that it is precluded from using the Third Street Lot and/or the Third/Niagara Lot. Subsequent to the completion of construction of the new City parking ramp on the Third Street Lot and/or the Third/Niagara Lot, the Parking Permits issued to Anwal shall be utilized in the new City parking ramp subject to the terms and conditions contained in this Agreement.

3. Repairs. Maintenance. Damage & Destruction.

- a. The City shall, at its expense, perform all required maintenance and repairs and keep the Third Street Lot and the Third/Niagara Lot in good condition and repair for use as a parking facility and in compliance with all applicable laws, regulations, ordinances and codes in effect or which become effective during the term hereof. The City shall not make alterations or construct any improvements to the Third Street Lot and/or the Third/Niagara Lot, which interfere with vehicle and/or patron access to the Third Street Lot and/or the Third/Niagara Lot or parking operation without prior written notice to Anwal. The City shall, during the initial term and any renewal term of this Agreement, operate the Third Street Lot and the Third/Niagara Lot in a manner consistent with its operation of other City parking ramps and facilities.
- b. If during the initial ten (10) year term hereof and any extensions thereof, the Third Street Lot and/or the Third/Niagara Lot becomes totally or partially unsound or unusable due to fire, casualty, normal wear and tear, and/or gradual deterioration, the City shall restore the Third Street Lot and/or the Third/Niagara Lot to substantially the same condition that it was in before such damage or deterioration occurred, subject, however, to such modifications to the Third Street Lot and/or the Third/Niagara Lot as are required to comply with then applicable laws, codes and regulations. Such damage or deterioration occurring during the initial ten (10) year term hereof or any extensions thereof, shall not terminate this Agreement. If the Third Street Lot and/or the Third/Niagara Lot or portions thereof become temporarily unavailable to Anwal during any such repair and restoration work, the City shall, in accordance with paragraph 2(c) above, allow Anwal's Permitted Users to temporarily use the Parking Permits issued pursuant to this Agreement for access to Alternate Facilities, subject, however, to the terms and conditions of this Agreement and subject to any particular rules, regulations, or restrictions that apply to such Alternate Facilities. If the City does not make available for Anwal's Permitted Users Alternative Facilities while such repair or restoration work is being performed, then Anwal's payment obligations hereunder shall be temporarily abated, to the extent that it is precluded from using the Third Street Lot and/or the Third/Niagara Lot.
- c. Notwithstanding anything to the contrary contained in this Agreement, if, during the initial ten (10) year term hereof and any extensions thereof, the Third Street Lot and/or the Third/Niagara Lot are damaged or destroyed by earthquake or other casualty, the City shall have the right to terminate this Agreement by written notice to Anwal if: (i) the laws and City budget/financial condition then in effect do not permit the restoration, or (ii) the cost of restoring the Third Street Lot and/or the Third/Niagara Lot would exceed the amount of insurance proceeds available to City by more than \$200,000 (in the aggregate, including any prior restoration costs during the Term), or (iii) the Third Street Lot and/or the Third/Niagara Lot is destroyed or been damaged to the extent of fifty (50%) or more of the replacement cost thereof. Should the City elect to terminate this Agreement based on one or more of the events described in this subdivision (c), the City shall offer Anwal's Permitted Users suitable substitute parking in other City owned Alternate Facilities in the vicinity as close to the Third Street Lot and/or the Third/Niagara Lot as possible.
- d. Notwithstanding anything to the contrary contained in this Agreement, if Anwal has elected to extend the term of this Agreement in accordance with paragraph "7" below and the Third Street Lot and/or the Third/Niagara Lot is totally destroyed by earthquake or other casualty, becomes totally unsound or unusable due to normal wear and tear, and/or gradual

deterioration, or is otherwise permanently closed or demolished for any reason during any renewal term hereof, the City shall have the right to terminate this Agreement by written notice to Anwal, in which event neither party shall have any further rights or obligations hereunder. Should the City elect to terminate this Agreement based on one or more of the events described in this subdivision 3(d), the City shall endeavor to assist Anwal in locating suitable substitute parking in other City owned Alternate Facilities in the vicinity as close to the Third Street Lot and/or the Third/Niagara Lot as possible.

4. Parking Procedure.

- a. At all times during the term of this Agreement and any extensions thereof, Anwal agrees to provide the City with current information regarding the identity of Anwal's Permitted Users as well as the make, model and license plate of the vehicle owned and/or operated by the Permitted Users to enter and exit and park in the Third Street Lot (the "Required Information"). Upon receiving the Required Information from Anwal, as well as any updates of the Required Information, the City agrees to enter the Required Information into its parking data base so that Anwal's Permitted Users will properly appear in the City's data base and license plate reader system. Anwal also agrees to notify the City immediately when any Permitted User is no longer a Permitted User. In addition, the City agrees to provide Anwal with a sufficient quantity of rear view mirror "hang tags" for Anwal to distribute to each of its Permitted Users. Anwal agrees to require each of its Permitted Users to affix a "hang tag" to the rear view mirror of the vehicle owned and/or operated by a Permitted User when entering or exiting or parking in the Third Street Lot. Anwal further agrees to recover the "hang tag" from each Permitted User each time a Permitted User ceases to be a Permitted User. This applies to visitors to any offices in Anwal's building.

The parties agree that the purpose of a hang tag is to assist City personnel in identifying a vehicle operated by a Permitted User in the event that a Permitted User's license plate number may not appear in the City's data base and license plate reader system.

It is agreed that three (3) Parking Permits will be applicable for the Third Street Lot and two (2) Parking Permits will be applicable for the Third/Niagara Lot.

As concerns the two (2) Parking Permits allowing Anwal's Permitted Users to park in the Third/Niagara Lot, Anwal agrees to cooperate with the City in developing a voucher type system to allow Anwal's Permitted Users ingress and egress to the Third/Niagara Lot. In the event that more than two (2) parking spaces in the Third/Niagara Lot are utilized at any one time by visitors to Anwal's building, Anwal agrees to pay to the City an amount equal to the maximum daily rate charged for vehicles parking in the Third/Niagara Lot.

- b. The City reserves the right to adopt, by written notice to Anwal, different procedures and requirements at any time and from time to time for allowing access by Permitted Users to the Third Street Lot and/or the Third/Niagara Lot and for monitoring and charging applicable fees for parking. In this regard, in order to participate in any parking program developed by the City and to comply with any procedures and requirements adopted by the City, Anwal agrees to pay any cost required for the installation and licensing of any hardware and software required at Anwal's premises or elsewhere in order for Anwal's Permitted Users to access the Third Street Lot and/or the Third/Niagara Lot. Anwal also agrees to pay any cost incurred by the City in order for Anwal's data and information pertaining to Permitted Users to be stored in the City's system.

5. Payment.

- a. In consideration of the sale by the City to Anwal of five (5) Parking Permits for its Permitted Users pursuant to paragraph 1 of this Agreement, Anwal shall pay to the City during the first five (5) years of the term of this Agreement the sum of Forty and 00/100 Dollars (\$40.00) per month per Parking Permit (the "Parking Permit Fees"). Payment for any Parking Permits issued under this Agreement shall be made to the City in equal semi-annual installments, in arrears, on the first day of July and the first day of January each year during the term of this Agreement and any extension terms hereof. Payments made after the fifteenth (15th) day of the month in which payment is due shall bear an additional four percent (4%) per month late payment penalty.
- b. Subject to the City's rights under paragraph 5(d) below to review and adjust the Parking Permit Fees after the fifth (5th) year of the commencement of the term of this Agreement, and every five (5) year anniversary thereafter, the Parking Permit Fees for any Parking Permits issued under this Agreement shall automatically increase by five percent (5%) on the fifth (5th) anniversary of the commencement of the term of this Agreement, and on every five (5) year anniversary thereafter including any extensions of the term hereof.
- c. In the event that the daily number of Permitted Users exceeds the number of Parking Permits held by Anwal on such date, then the City shall bill Anwal, at the then current daily parking rates applicable to the Third Street Lot and/or the Third/Niagara Lot for such excess use, and Anwal shall pay the additional charges to the City on the date when the next semiannual Parking Permit fees are payable by Anwal to the City hereunder.
- d. Notwithstanding anything to the contrary contained in this Agreement, commencing on the fifth (5th) anniversary of the commencement of the term of this Agreement and on every five (5) year anniversary thereafter, including any extensions thereof, the City shall have the right, by written notice to Anwal, to increase the monthly per parking space rates then in effect pursuant to this Agreement to the current rates that are then applicable to new customers of the Third Street Lot and/or the Third/Niagara Lot, or new City parking ramp, as the case may be, as such rates are set by the City Council or by any other person, official or entity having authority to do so. Upon any such increase in the rates payable hereunder, Anwal agrees to pay Parking Permit Fees hereunder at such higher rates from the effective date of the increase, as specified in the notice given by the City to Anwal; provided, however, that such increased Parking Permit Fees shall also be subject to further automatic increases of five percent (5%) every five years during the term of this Agreement (and any extensions thereof), as provided in paragraph 5(b) of this Agreement.

6. Initial Term.

This Agreement shall commence upon the execution of this Agreement by the City and Anwal and is subject to approval of the Niagara Falls City Council. The initial term of this Agreement shall expire ten (10) years from the last day of the calendar month in which the term of this Agreement commenced. In the event the term of this Agreement commences on a day other than the first day of a calendar month, the initial monthly Parking Permit Fees due hereunder shall be prorated and adjusted for such first partial month of the term hereof.

7. Options to Extend.

So long as Anwal is not in default of any term, covenant, or provision of this Agreement, and provided this Agreement is then in effect and the Third Street Lot and/or the Third/Niagara Lot or a new City parking ramp is in operation, Anwal shall have four (4) options to extend the term of this Agreement; each for an additional five (5) year term (hereinafter referred to collectively as the "Extension Options". To exercise its Extension Options hereunder, Anwal shall give the City written notice of its election to do so at least six (6) months and no more than twelve (12) months prior to the expiration of the initial term or the immediately preceding extension term hereof, as the case may be. All of the terms, conditions, and provisions of this Agreement that apply to the initial term shall also apply to the extension terms.

8. Insurance.

During the initial term of this Agreement and any extension term, Anwal shall carry comprehensive commercial general liability insurance, insuring Anwal and the City against claims for loss of life, bodily injury and property damage occurring in, on or about the Third Street Lot and/or the Third/Niagara Lot, in accordance with the Insurance Requirements set forth in Exhibit "A" attached hereto and made a part hereof. The City reserves the right to modify and amend the insurance requirements upon reasonable notice to Anwal.

9. Violation and Termination.

The City may terminate this Agreement in the event that the City, in its sole discretion, determines that Anwal is in violation of any material term or material condition contained herein. Prior to exercising such right of termination, the City shall first give written notice to Anwal, delivered to Anwal at 225 Old Falls Street, Niagara Falls, New York or any other address designated by Anwal, of such violation, at least thirty (30) days prior to the effective date of such termination. Anwal shall then have the opportunity to cure such violation, if it may be cured, within such thirty (30) day period (provided, however, in the event that such violation is of a nature that it cannot reasonably be cured within such thirty (30) day period, Anwal shall be granted a reasonable amount of additional time to cure such violation provided that Anwal commences such curative action within the first thirty (30) days). Unless the violation is cured to the satisfaction of the City, the Agreement shall terminate and Anwal shall have the same rights to parking in the Third Street Lot and/or the Third/Niagara Lot as the public at large, but shall have no further rights under this Agreement. In the event that the City shall commence legal proceedings to enforce the terms of this Agreement against Anwal, to enforce any termination by the City of this Agreement, or to defend any litigation commenced by Anwal against the City with respect to this Agreement or issues or claims arising hereunder, then Anwal shall pay all costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) which the City incurs in prosecuting or defending any such actions or proceedings.

10. Assignment.

This Agreement may not be assigned by Anwal without the prior written consent of the City and provides the City with a copy of the written assignment and written assumption agreement. The City shall have the right to sell or otherwise transfer title to the Third Street Lot and/or the Third/Niagara Lot at any time, and the City shall have no continuing obligations or liability to Anwal hereunder accruing after the date of any such transfer of title to the Third Street Lot and/or the Third/Niagara Lot, provided the transferee of the Third Street Lot and/or the Third/Niagara Lot assumes in writing all of the City's obligations hereunder.

11. Miscellaneous.

- a. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and/or transferees (to the extent assignment or transfer is permitted hereunder).
- b. Any notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be sufficiently given if personally delivered or sent by nationally recognized overnight courier service (such as Federal Express, UPS overnight delivery, etc.), at the respective addresses set forth above in this Agreement for the City or Anwal, respectively (or to such other addresses as may be furnished by either party to the other in writing). If personally delivered, such notices shall be deemed to have been given upon delivery; if sent by nationally recognized overnight courier services, such notices shall be deemed to have been delivered one day after the notice was sent.
- c. This Agreement constitutes the entire agreement between the City and Anwal relating to the Third Street Lot and/or the Third/Niagara Lot and the parking rights described in this Agreement, and is intended to supersede any prior agreements between the parties with respect to the same.
- d. This Agreement may not be amended or supplemented except by a writing signed by both the City and Anwal.
- e. This Agreement shall be interpreted and construed in accordance with the laws of the state of New York without reference to principals of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

CITY OF NIAGARA FALLS, NEW YORK.

By: _____

PAULA A. DYSTER, Mayor

ATTEST: _____

City Clerk

ANWAL PROPERTIES

By: _____

Exhibit "A"
Insurance Requirements

INSTRUCTIONS FOR CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE

Standard Insurance Requirements apply to the following classifications:

- ✓ Construction and Maintenance
- ✓ Purchase of, or Lease of, Merchandise or Equipment
- ✓ Professional Services
- ✓ Property Leased to Others or Use of Facilities or Grounds
- ✓ Concessionaire Services
- ✓ Livery Services
- ✓ All Purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least B+ and shall provide a Certificate of Insurance as evidence of such coverage to the City of Niagara Falls before commencement of work and/or lease or delivery of merchandise or equipment.

Certificate should be made to the City of Niagara Falls, New York, 745 Main Street, P.O. Box 69, Niagara Falls, NY 14302-0069 and should reference the operation.

In the description area of certificate, the name/purpose, dates, and places of event or encroachment must be specified.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder.

All Certificates of Insurance shall be approved by the Law Department prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

A. Comprehensive General Liability:

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000.00 per occurrence and \$3,000,000.00 annual aggregate. The coverage shall include:

- Premises and Operations
- Products and Completed Operations
- No exclusion for XCU coverages (explosion, collapse and underground)
- Independent Contractors
- Broad Form Property Damage
- Contractual Liability
- Fire Legal Liability
- Personal Injury Liability (Coverage A, B and C)
- Liquor Liability (if alcoholic beverages are to be dispensed under NYS license)

If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only by reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limits of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

The City of Niagara Falls shall be named as an Additional Insured on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls for payment of any premiums or for assessments under any form of policy.
 2. The insurance shall apply separately to each insured (except with respect to the limit of liability.)
- B. Auto Liability (if licensed vehicles are to be used in the operation)
With a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy.)
- C. Excess Umbrella Liability:
If General Liability and/or auto limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.
- D. Owners Protective Liability: (on contracts for construction which exceed a cost of \$100,000.00)
With a minimum limit of \$1,500,000.00 each occurrence and \$3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.
- E. Professional Liability:
If the contract includes professional services (engineers, architects, etc.), contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000.00).
- F. Property Insurance: (if applicable)
Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor, and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the owner.
- G. Statutory Workers' Compensation and Employer's Liability:
All contractors doing business with or vendors entering upon City of Niagara Falls property shall carry the above insurance in compliance with the Worker's Compensation Law of the State of New York.
- H. Performance and Payment Bond: (where applicable)
A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the City of Niagara Falls in the amount of not less than one hundred (100) per centum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

Note: If the contract is for Professional Services only (engineers, architects, etc.), Paragraphs D, F, and H will not apply.