

General Insurance.

Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<u>Type</u>	<u>Limits</u>	<u>Scope</u>
General liability	\$2,000,000 per occurrence	at least as broad as ISO CG00 01
Automobile liability	\$2,000,000 combined single limit	at least as broad as ISO CA00 01 (hired or non-owned)

The general and automobile policy(ies) shall be endorsed to name the District, its directors, officers, officials and employees as additional insureds regarding liability arising out of the services rendered pursuant to this Agreement. Consultant shall provide the District with ISO CG 2010 endorsement form or equivalent. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, officials or employees. Consultant's coverage shall be primary and shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance, if any, shall be excess and shall not contribute with Consultant's insurance. The workers' compensation policy shall be endorsed to include a waiver of subrogation against the District, its directors, officials, officers and employees.

The insurance is to be placed with insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Prior to commencing the services provided for herein, Consultant shall provide to District original endorsements evidencing this insurance signed by a person authorized to bind coverage on behalf of the insurer(s). The certificates and policies shall provide that 30 days' written notice of any cancellation of the insurance policies will be provided to the District. The requirements as to

the types, limits, and the District's approval of insurance coverage to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under the Agreement. In addition, in the event any material change is made in the insurance carrier, policies or nature of coverage required under this Agreement, Consultant shall notify the District prior to making such changes, if possible, or otherwise as soon as practicable after the change occurs.

Indemnification and Hold Harmless.

Consultant shall protect, indemnify, hold harmless and defend the District, its directors, officials, officers and employees, from and against any and all suits, actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, causes of action, damages, liabilities, interest, attorney's fees, fines, penalties, losses, costs and expenses of whatsoever kind or nature ("claims" or "claim"), arising out of or in any way connected with any negligent act or omission, whether active or passive, of Consultant, its employees, agents, or subconsultants or the agent, employee or subconsultant of any one of them in the performance of their duties or in their operations under this Agreement; provided, however, as to any claim, Consultant shall not be obligated to indemnify the District for the District's finally determined liability, if any, for the claim, and in the event that it is finally determined that a percentage share of the liability is charged to the District, the District shall be obligated to reimburse Consultant, if Consultant defended the District representing such claim, for the percentage share of the defense and court costs incurred by the Consultant and attributable to Consultant's defense of the District that is equal to the District's determined percentage share of the liability for the claim; provided further that such reimbursement amount shall in no event exceed the District's determined percentage share of the liability multiplied by the total defense and court costs incurred by the Consultant in defending the claim.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Consultant from its obligations to indemnify, as to any claims, so long as the event upon which such claim is predicated shall have occurred prior to the effective date of

any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Consultant, its employees, agents or subconsultants, or the employee, agent or subconsultant of any one of them.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. The obligations of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

In any and all claims against the District, or its directors, officers, officials, directors, employees, volunteers or agents, by any employee of the Consultant, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subconsultant under Worker's Compensation acts, disability benefit acts or other employee benefit acts.