

**AGREEMENT NO. \_\_-\_\_**  
(Agreement for \_\_\_\_\_)

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Yolo-Solano Air Quality Management District (“District”), a political subdivision of the State of California, and \_\_\_\_\_, (describe legal status, e.g. a California corporation; a Delaware corporation authorized to do business in this State; Alma Doe, an individual doing business as AD Enterprises and authorized to do business in this State and District; a California limited liability company; a California partnership consisting of general partners Maria Doe and John Smith and various limited partners; etc) (“Contractor”).

**WITNESSETH**

**WHEREAS**, the District is authorized by Government Code Section 23004 to enter into contracts necessary for exercising its powers; and

(If applicable: **WHEREAS**, the District is authorized by Government Code Section 31000 to contract with persons who are specially trained, experienced, expert, and competent to perform specific services such as (describe special technical or professional services, like architectural, legal, engineering, etc.; for additional examples, see Gov’t Code Section 31000 and notes); and)

**WHEREAS**, the District desires to obtain (describe services, goods, and materials that the District is seeking); and

**WHEREAS**, the District circulated and distributed a method of seeking proposals, such as a request for proposals, a request for qualifications, a solicitation, or a request for bids, etc., an excerpt of which is attached as Exhibit A; and

**WHEREAS**, the Contractor submitted a proposal for **(describe services, goods, and materials that are the subject of the contract)**, an excerpt of which is attached as Exhibit B; and

**WHEREAS**, the Contractor has represented and warrants to the District that it possesses the necessary training, experience, expertise, and competency to provide the services, goods, and materials described in this Agreement, at a cost to the District as specified herein; that it will be able to perform the described services at the minimum cost to the District due to its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner that is consistent with and promotes the Values of the District, a copy of which is attached hereto as Exhibit C.

**WHEREAS**, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

**WHEREAS**, Contractor further states and guarantees that there are no conditions or events currently existing that would cause Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners to be excluded or debarred from any Federal or State program.

**WHEREAS**, Contractor understands that the District is relying upon these representations in entering into this Agreement.

**NOW, THEREFORE**, the District and the Contractor agree as follows:

**I. BASIC SERVICES**

**A. TBD**

B. More specifically, the Contractor shall deliver the full scope of services related to the project described above, focusing on: (a) \_\_\_\_\_; (b) \_\_\_\_\_; and (c) \_\_\_\_\_. The Contractor will supply all facilities, equipment, personnel, labor, and materials needed to carry out these services in accordance with this Agreement.

C. The complete contract shall include the following Exhibits attached hereto and incorporated herein:

**[NOTE: examples:]**

Exhibit A	RFP Excerpt
Exhibit B	Proposal Excerpt
Exhibit C	Insurance Requirements
Exhibit D	Workers' Comp. Certificate

**[Etc.]**

If there is any conflict between provisions of this Agreement (including Exhibits), the one that demands the highest level of performance from the Contractor for the District's benefit shall take precedence.

## II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and provided that the services have been completed satisfactorily to the Director or his/her designee, the Contractor shall be compensated as follows:

Provided, however, that the total compensation paid to the Contractor for services under this Agreement shall not exceed \_\_\_\_\_ dollars (\$\_\_\_\_.\_\_\_\_). In calculating hourly fees, time shall be rounded to the nearest 1/10 hour.

B. The Contractor shall not be eligible for reimbursement of any expenses except as explicitly outlined in this Paragraph. Expenses will only be reimbursed upon submission of paid invoices.

## III. METHOD OF PAYMENT

A. Within thirty (30) days of completing each subtask listed in Paragraph I in a way that satisfies District, the Contractor must submit an invoice that details the services performed, the individual(s) providing the service, the time spent by each person, calculated to the nearest tenth of an hour, the hourly rate charged for each, and an itemization of actual expenses for which reimbursement is requested. Any claim for additional services under Paragraph II must also include prior written approval. If the District requests, the Contractor shall provide any additional documentation needed to verify the compensation and reimbursement claimed.

B. Within fifteen (15) calendar days of receiving the Contractor's detailed invoice, District shall either approve payment or notify the Contractor in writing of any concerns with the invoice and any requirement for additional documentation.

C. Within thirty (30) calendar days of the authorization for payment of an invoice, the District shall either issue the payment or notify the Contractor in writing of any concerns it has about the request and any additional documentation needed.

## IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, including work products such

as writings, worksheets, reports, and related data, materials, copyrights, and all other rights and interests, shall become the property of the District. The Contractor agrees to deliver and assign these items to the District upon completion of the services or earlier termination of this Agreement. The Contractor also assigns the work products, as they are created, for the full term of protection available worldwide. Additionally, basic data prepared or obtained under this Agreement shall be made available to the District without restrictions or limitations on its use.

No additional charge will be made for any of the foregoing.

## **V. RECORDS; ACCESS, RETENTION**

Contractor shall keep and provide access to all records, documents, and general correspondence related to this Agreement and the required services for at least five (5) years after receiving final payment or until all pending audits and proceedings are finished, whichever is later. Contractor shall make these records available for inspection and copying by the District and its designees at any reasonable time. At least thirty (30) calendar days before destroying these records, Contractor shall notify District. Upon receiving this notice, District shall either approve the destruction or authorize sending the records to the District for longer retention.

## **VI. DISPUTES**

Any dispute arising under this Agreement shall be resolved by the District APCO/Executive Director, who shall put his or her decision in writing and send a copy to the notice address of the Contractor. The District APCO/Executive Director's decision shall be final unless, within thirty (30) days of mailing the copy to the Contractor, the Contractor appeals in writing to the District Board of Directors. Such an appeal must specify the reasons and include copies of all supporting documents. During any appeal process, the Contractor shall have the opportunity to be heard and present evidence supporting the appeal at a regular Board meeting. Until the dispute is finally resolved, the Contractor shall continue to perform this Agreement in accordance with the District APCO/Executive Director's decision. The District Board of Director's decision on the appeal shall be final for the purpose of exhausting administrative remedies.

## **VII. TERM AND TERMINATION**

**A.** The term of this Agreement shall be from \_\_\_\_ through \_\_\_\_\_ unless sooner terminated as provided herein.

**B.** If either party fails to substantially perform its obligations under this Agreement, the other party may notify the defaulting party of such default in writing and give at least thirty (30) days to remedy it. The notice must describe the default and shall not be seen as a forfeiture or termination of this Agreement. If the default is not corrected within the specified thirty-day period (or a longer period if stated in the notice or agreed upon by both parties), the notifying party may terminate this Agreement with at least fifteen (15) days' prior written notice. In case of termination due to Contractor default, the District has the right to purchase or obtain the supplies or services elsewhere, and the Contractor shall be responsible for the difference between the prices listed herein and the actual costs incurred by the District. Notwithstanding the above, neither party waives the right to seek damages from the other for breach of this Agreement.

**C.** This Agreement depends on the District, the State of California, and the United States allocating and approving enough funds for the activities required of the Contractor under this Agreement. If the District's approved budget or its funds from California and the United States are insufficient for this Agreement, the District may end this Agreement by giving ten (10) days' prior written notice to the Contractor. In that case, the District will have no obligation to pay the Contractor any further funds or provide additional consideration, and the Contractor will have no obligation to perform any additional services under this Agreement. If the District

terminates the Agreement under this paragraph, it will pay the Contractor for all services performed to the satisfaction of the Director before termination, for which funds have been legally appropriated.

**E.** If the Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners becomes excluded, debarred, or suspended from participating in federally or state-funded programs, the District may terminate this Agreement by providing ten (10) days' prior written notice to the Contractor.

**F.** Upon termination of this Agreement or suspension of work by either the District or the Contractor, the Contractor shall provide the District with all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports created by the Contractor shall become the sole and exclusive property of the District. The Contractor shall be entitled to compensation for any work completed on such documents and other materials that the District determines to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by the Contractor, such as sketches, copies, dummies, and all preparatory work not compensated by the District, shall remain the sole and exclusive property of the Contractor.

**G.** During and after the term of this Agreement, Contractor shall not use, distribute, or otherwise circulate any materials developed under this Agreement for which the Contractor was compensated by the District without the express written permission of the Director.

#### **VIII. APPLICABLE LAWS**

**A.** In performing the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and District statutes, ordinances, regulations, directives, and laws. This Agreement is also subject to any additional restrictions or conditions that the Federal or State government may impose on the District.

**B.** This Agreement shall be considered executed within California and governed by California law. Any disputes arising from this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any rights to removal under State or Federal law.

#### **IX. NON-DISCRIMINATION IN SERVICES AND BENEFITS**

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), disability, age, citizenship status, genetic information, marital status, sexual orientation, gender identity, medical conditions, or political affiliations or activities in accordance with all applicable Federal and State laws and regulations and any administrative directives established by the District Board of Directors. For the purpose of this Agreement, distinctions on the grounds of race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), disability, age, citizenship status, genetic information, marital status, sexual orientation, gender identity, medical conditions, or political affiliations or activities include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; or treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.

#### **X. CONTRACTOR'S RESPONSIBILITIES**

**A.** The contractor shall exercise all care and judgment consistent with good practices in performing the services required by this Agreement.

**B.** With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the District, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

#### **XI. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

**A.** Without limiting the obligation of CONTRACTOR to provide indemnification pursuant to Section 5 of this Agreement, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance or self-insurance covering its operations and naming DISTRICT as additional insured in the amounts and types of insurance as stated in Insurance Requirements attached hereto as Exhibit E and incorporated herein by this reference.

**B.** The APCO is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of this Agreement subject to the concurrence of the DISTRICT's Risk Manager.

#### **XII. WORKERS' COMPENSATION**

Contractor shall provide workers' compensation coverage as required by State law and, before starting services under this Agreement, shall submit the following statement to the District in a form substantially similar to the one provided below.

##### **WORKERS' COMPENSATION CERTIFICATE**

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against workers' compensation liability or to establish self-insurance in accordance with that Code. I will adhere to these provisions before starting any services required by this Agreement.

The person signing this certificate on behalf of Contractor affirms that she or he has the necessary legal authority to do so. Both the signer and the Contractor understand that the District is relying on this representation when entering into this Agreement.

#### **XIII. NOTICE**

All notices and demands shall be given in writing by personal delivery, certified mail, postage prepaid, and return receipt requested, or overnight delivery service. Notices shall be considered given upon the earlier of (a) personal delivery; (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt

requested; or (c) one (1) business day following deposit with an overnight courier. Notices shall be addressed as set forth below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as requested in that notice.

A. Contractor:  
Attn:

District:  
Attn:

B. In lieu of written notice to the above addresses, any party may provide notices through facsimile machines and/or email provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers and/or email addresses are used:

Contractor:  
District: (530)

C. Any party may change the address, facsimile number and/or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

**XIV. CONFLICT OF INTEREST**

A. Contractor shall comply with the laws and regulations of the State of California and the District regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, starting with Section 1090, and Chapter 7 of Title 9 of that Code, starting with Section 87100, including regulations issued by the California Fair Political Practices Commission.

B. Contractor agrees that it currently holds no interest and will not acquire any interest, whether direct or indirect, that could conflict with its duties hereunder. Contractor also guarantees that, during the performance of this Agreement, no person with such an interest will be employed. This agreement will stay in effect until the Contractor completes its services under this contract.

C. Contractor agrees that if any fact comes to its attention that raises questions about the applicability of any conflict of interest law or regulation, it will immediately inform the District and provide all necessary information for resolution.

**XV. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement. It further warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. In the event of a breach or violation of this warranty, the District shall have the right to cancel this agreement without liability, or, at its discretion,

to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **XVI. ASSIGNMENT AND SUBCONTRACTS**

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. Additionally, Contractor shall not subcontract any part of the services required by this Agreement without the express written consent of the Director. If any portion of the services is subcontracted, the subcontractor(s) must maintain the same insurance coverage as required of Contractor by this Agreement, and Contractor shall be fully responsible to the District for all work performed by subcontractors.

#### **XVII. STATUS OF CONTRACTOR**

**A.** It is understood and agreed by all parties that the Contractor is an independent contractor and that no employer-employee relationship exists between the District and the Contractor. Neither the Contractor nor the Contractor's assigned personnel shall be eligible for any benefits provided to District employees. The Contractor hereby indemnifies and holds the District harmless from any claims made by third parties asserting that an employer-employee relationship exists due to this Agreement or the services performed under it.

**B.** It is further understood and agreed by all parties that neither the Contractor nor the Contractor's assigned personnel shall have any right to act on behalf of the District in any capacity as an agent or to bind the District to any obligation.

**C.** It is further understood and agreed by all parties that the Contractor must issue all required forms under Federal and State laws for income and employment taxes, including W-2 and 941 forms, for all of the Contractor's assigned personnel.

#### **XVIII. AMENDMENT**

This Agreement can only be amended through a written document signed by both the District and the Contractor.

#### **XIX. WAIVER**

The waiver by the District or any of its officers, agents, or employees, or the failure of the District or its officers, agents, or employees to take action regarding any right granted by, or any breach of, this Agreement shall not be considered a waiver of that obligation or responsibility, or of any future breach of the same, nor of any terms, covenants, or conditions of this Agreement.

#### **XX. AUTHORIZED REPRESENTATIVE**

The person executing this Agreement on behalf of the Contractor affirms that she or he has the necessary legal authority to enter into this Agreement on behalf of the Contractor and to bind the Contractor to its terms and conditions. Both the individual executing this Agreement and the Contractor understand that the District is relying on this representation when entering into this Agreement.

#### **XXI. PUBLIC RECORDS ACT**

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure under the California Public Records Act.

**XXII. ADDITIONAL PROVISIONS**

**A.** If there is doubt whether a provision of this document is a covenant or a condition, the provision shall have the legal effect of both. If the District chooses to excuse the Contractor's failure to meet any condition, covenant, or obligation (whether precedent or subsequent), that decision will not be, nor shall it have the legal effect of, a waiver of the provision's legal effect in future situations. All conditions, covenants, and obligations remain in effect regardless of how often the District may excuse a failure to perform them.

**B.** Except where specifically stated otherwise in this document, the promises within benefit only the District and Contractor. They are not intended to, nor shall they be interpreted or applied to, give enforcement rights to any other persons (including corporate entities) who might be affected by the performance or non-performance of this Agreement. Additionally, the parties do not intend to convey any "legitimate claim of entitlement" to anyone, as understood by case law.

**XXIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the District and Contractor and replaces all previous negotiations, representations, or agreements, whether written or oral. If there is a dispute regarding the language of this Agreement or the interpretation of any term, it shall be assumed to have been drafted equally by both parties, so that no presumption or inference regarding its terms or interpretation can be made against any party.

**IN WITNESS WHEREOF**, the Parties have signed this Agreement on the date first written above.

**CONTRACTOR**

By \_\_\_\_\_  
\_\_\_\_\_

**DISTRICT**

By \_\_\_\_\_  
\_\_\_\_\_, Board Chair

Approved as to Form:

\_\_\_\_\_  
Hope P. Welton, District Counsel

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

1. During the term of this Agreement, CONTRACTOR shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

A. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

- a. Comprehensive General Liability – \$2,000,000/occurrence and \$4,000,000/aggregate that applies separately to this project (ISO CG 25 03 or 25 04). This policy shall not contain any exclusions contrary to the Agreement including but not limited to endorsements or provisions limited coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
- b. Automobile Liability – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
- c. Workers’ Compensation – Statutory Limits/Employers’ Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
- d. Technology Errors and Omissions Liability/Professional Liability – coverage with limits of \$2,000,000 each occurrence and each loss, and \$4,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks: (i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and (ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the Customer’s or third person’s computer, computer system, network, or similar computer related property and the data, software, and programs thereon.
- e. Cyber and Privacy Insurance – coverage with limits of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, personal information stored or transmitted in electronic form.

B. The DISTRICT, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers’ compensation.

- 1) The Additional Insured coverage under the CONTRACTOR’s policy shall be “primary and non-contributory” and will not seek contribution from the DISTRICT’s or self-insurance and shall be at least as broad as CG 20 01 04 13.
- 2) The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the DISTRICT (if agreed to in a written contract or agreement) before the DISTRICT’s self-insurance shall be called upon to protect it as a named insured.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

2. Other Insurance Provisions

- A. **Additional Insured Status** - The District, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
  - B. **Primary Coverage** - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the District's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
  - C. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the District.
  - D. **Waiver of Subrogation** - Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractors may acquire against the District by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
    - a. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own Insurance or self-insurance shall be called upon to protect it as a named insured.
    - b. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the District specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
    - c. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the District reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
    - d. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the District. All self-insured retentions (SIR) must be disclosed for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or the District.
    - e. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the District.
    - f. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
    - g. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the District, its officers, agents, employees and volunteers. Any insurance maintained by the District shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
3. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the District with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the District before work commences. Upon District's request, Contractor shall

provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

4. During the term of this Agreement, Contractor shall furnish the District with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon District's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. The District reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
5. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the District in the same manner and to the same extent as Contractor is bound to the District under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the District. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
6. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the District at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.