

AGREEMENT FOR PROFESSIONAL SERVICES

This **AGREEMENT FOR PROFESSIONAL SERVICES** (“Agreement”) is made and effective as of [REDACTED] (the “Effective Date”), by and between [REDACTED] (“Contractor”), and the **PORT SAN LUIS HARBOR DISTRICT**, a political subdivision of the State of California (“District”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. BOARD APPROVAL; NON-APPROPRIATIONS CLAUSE.

1.1. Notwithstanding any other provision of this Agreement, the District shall not be obligated for Contractor’s performance hereunder or by any provision of this Agreement unless and until the District’s Board of Commissioners (the “Board”) appropriates funds for this Agreement in the District’s budget for the applicable fiscal year.

1.2. This Agreement is subject to termination or cancellation, without penalty to District, either in whole or in part, for failure of the Board to budget the required funds.

1.3. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 1 AND ANY OTHER PROVISION IN THIS AGREEMENT OR ANY ATTACHMENT HERETO, THIS SECTION 1 SHALL CONTROL.

2. TERM. This Agreement shall commence on the Effective Date and shall remain in effect through [REDACTED].

3. SERVICES TO BE PERFORMED.

3.1. Specific Services. Contractor shall perform the tasks and services (the “Services”) described in the proposal attached hereto as Exhibit “A” and incorporated by reference (the “Proposal”). To the extent that any of the terms of this Agreement conflict or contradict terms contained in the Proposal, the terms of this Agreement shall control.

3.2. Control of Direction in Performing Services. Contractor will determine exactly how, when, and where the Services will be performed, as outlined in this Agreement. The District exercises no control or direction in connection with the performance of the Contractor’s Services.

3.3. Contractor’s Qualifications. Contractor represents that it has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without District’s advice or direction. This means Contractor can fulfill the requirements of this agreement consistent with generally accepted standards and practices utilized by persons engaged in providing similar services. Failure to perform all the services required under this Agreement constitutes a material breach of the agreement.

4. INDEPENDENT CONTRACTOR. Contractor is an independent contractor. Neither Contractor nor its employees or contract personnel will be considered District’s employees. As an

independent contractor, Contractor and District agree, as follows, and as further detailed in this Agreement:

4.1. Contractor is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of work and in fact.

4.2. Contractor's work is outside the usual course of the hiring entity's business.

4.3. Contractor is customarily engaged in an independently established trade, occupation or business of the same nature as that involved in the work performed, and Contractor is free to perform services for others during the terms of this Agreement. Neither Contractor or its personnel are required to give all or, a large part, of their time or resources to District.

5. PAYMENT.

5.1. District agrees to pay Contractor according to the schedule of payment(s) in Exhibit "B", attached to this agreement and incorporated by reference. Contractor will submit an invoice to District at the end of each month, and District agrees to pay the amount due to Contractor within 45 calendar days from receipt of invoice.

5.2. Contractor agrees that in no event will the total amount of money paid to Contractor for the Services contemplated herein exceed the maximum sum outlined on Exhibit B, unless otherwise first approved by the District in writing and in accordance with the provisions of Section 1.

5.3. The District may withhold payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall the District be liable for interest or late charges for any late payments.

6. CONSULTANT'S OBLIGATIONS.

6.1. **Non-Exclusive Relationship.** Contractor may perform services for, and contract with, additional clients while performing the services under this Agreement.

6.2. **Time Commitments and Place of Work.** Contractor may perform the services under this agreement at any suitable time and location it chooses; provided, however, that any work required to be performed at District's place of business shall be performed during District's normal business hours, unless indicated otherwise.

6.3. **Tools, Materials, and Equipment.** Contractor will supply all tools, materials, and equipment required to perform the services under this Agreement.

6.4. **State and Federal Taxes.** Contractor understands and acknowledges that it will be solely responsible for the following items, and that District will have no such obligation to handle same:

6.4.1. Pay all taxes required while performing under this Agreement, including Social Security and Medicare taxes, as applicable.

6.4.2. Make federal or state unemployment compensation contributions.

6.4.3. Make state disability contributions.

6.4.4. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by District to Contractor for services under this Agreement. On request, Contractor will provide District with proof of timely payment. Contractor agrees to indemnify District for any claims, costs, losses, fees, penalties, interest, or damages suffered by District resulting from Contractor's failure to comply with this provision.

6.5. Fringe Benefits. Contractor understands that neither Contractor, not its employees or subcontractors are eligible to participate in any employee pension, health, paid time off, or other fringe benefit that District provides for its employees.

6.6. Insurance. Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached hereto and incorporated herein as though set forth in full. District will not provide insurance of any kind for Contractor or its employees or subcontractors.

6.7. Permits and Licenses. Contractors will procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Contractor under this Agreement if agreed upon in the Proposal. If the scope of the Proposal includes District's assistance in applying for governmental or regulatory permits or approvals, District's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency;

6.8. Compliance with Law. Contractors will keep itself fully informed of, and comply with, all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect the Services engaged for under this Agreement or any materials or personnel used in Contractor's performance under this Agreement. Contractor agrees to immediately report to the District's Administrator in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and (a) the District, its officers, agents, and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section; and (b) the Contractor, its officers, agents, and employees, shall not be liable at law or in equity occasioned by failure of the District to comply with this Section.

7. DISTRICT'S OBLIGATIONS. District agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

8. TERMINATION.

8.1. Termination For Convenience. The District shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience when it is in the District's best interest, which best interest shall be determined at the District's sole discretion. The District shall exercise this option by giving the Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In the event this Agreement is terminated pursuant to this Section, the District shall pay Contractor for the actual work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice and all relevant work product up to the date of termination to the District pursuant to Section 5.

8.2. Termination For Cause. Either the District or the Contractor may terminate this Agreement, effective immediately, for cause. Cause includes but is not limited to: (a) exposing the other party to liability for personal injury or property damage; or (b) a material violation that continues for ten (10) days after receipt of written notice regarding such violation. A material violation may include, but is not limited, to: (1) District's failure to pay Contractor compensation when due; (2) Contractor's failure to complete services specified in this Agreement; (3) District's material breach of any representation or agreement regarding qualifications and skills; or (4) Contractor's material breach of any representation or agreement contained in this Agreement.

8.3. Automatic Termination. This Agreement shall terminate automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of any party; (b) sale of Contractor's business; or (c) assignment of this Agreement by Contractor without the consent of District.

9. INFORMATION; RECORDS; AND PROPRIETARY RIGHTS.

9.1. Contractor Records. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of Services under this Agreement. Contractor shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall, at reasonable times, provide free access to the representatives of District or its designees of such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

9.2. Ownership of Work Products. Contractor agrees that the product of all work performed under this Agreement, including without limitation all designs, plans, reports, specifications, drawings, maps, models, computer files, surveys, inventions, processes, and other information or items produced by Contractor while performing Services under this Agreement will be assigned to District as its sole property. These rights include, but not limited, to all audiovisual, literary, copyrights, patent, trade secret, and other proprietary rights. Contractor retains no right to

use the work product and agrees not to challenge the validity of the District's ownership in the work done under this Agreement, and the work may be used, reused, or otherwise disposed of by the District without the permission of the Contractor.

9.3. Confidential Information.

9.3.1. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without District's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the District Administrator or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives District notice of such court order or subpoena.

9.3.2. Contractor shall promptly notify District and District shall notify Contractor either parties officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder. District and Contractor retain the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Contractor. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

10. INDEMNIFICATION.

10.1. Indemnification for Professional Liability. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless District and any and all of its Directors, officials, employees, agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of the Contractor, its officers, agents, employees or subcontractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services provided by the attached scope of work under this Agreement. In no event shall the cost to defend charged to the Contractor exceed the Contractor's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Contractor shall meet and confer with other parties regarding unpaid defense costs. Notwithstanding the foregoing, if the Contractor's obligation to indemnify arises out of Contractor's performance of services for the Project as a "design professional," as that term is defined in California Civil Code Section 2782.8, Contractor's indemnity obligation shall be limited in accordance with the provisions of Section 2782.8 as it was in effect as of the date of this Agreement.

10.2. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless District, its Commissioners, employees, officials, and agents from and against liabilities that are attributable, in whole or in part, to the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

10.3. General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this agreement or this section as allowed by current statutes.

11. INTERESTS OF PARTIES.

11.1. No Undue Influence. Contractor declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the District will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

11.2. No Benefit to Arise to Local Employees. No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

11.3. Conflict of Interest. Through its execution of this Agreement, the Contractor acknowledges that it is familiar with the District's Conflict-of-Interest Policy and Section 87100 *et seq.* and Section 1090 *et seq.* of the Government Code of the State of California and certifies that it does not know of any facts or circumstances which constitute a violation of said provisions.

12. GENERAL PROVISIONS.

12.1. Notices. Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified

mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Port San Luis Harbor District
Attn: [REDACTED]
3975 Avila Beach Dr.
Avila Beach, CA 93424

With a copy to: Jeffrey A. Minnery, District Counsel
Adamski Moroski Madden Cumberland & Green, LLP
P.O. Box 3835
San Luis Obispo, CA 93403

To Contractor: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

12.2. Assignment. Contractor shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

12.3. Governing Law. The District and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the District.

12.4. Entire. Agreement. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

12.5. Time. District and Contractor agree that time is of the essence in this Agreement.

12.6. Construction. The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only and are not intended to be construed to define or limit the provisions to which they relate.

12.7. Attorneys' Fees. If either party to this Agreement is required to initiate, defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

12.8. Amendments. Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all the parties to this Agreement.

12.9. Authority. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

PORT SAN LUIS HARBOR DISTRICT

CONSULTANT

[Name of Consultant]

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

- Attachments:
- Exhibit A - Contractor's Proposal
 - Exhibit B - Payment Schedule
 - Exhibit C - Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL

(attach)

EXHIBIT B

PAYMENT SCHEDULE

[include payment schedule and information regarding maximum contract amount]

EXHIBIT CINSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the time Contractor performs the Services, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor may use existing coverage to comply with these requirements, but if that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop-down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to District for injury to employees of Contractor, subcontractors, or others involved in the Work. The scope of coverage provided is subject to approval of District following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1 Million per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Contractor

and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and District agree to the following with respect to insurance provided by Contractor:

1. Contractor agrees to have its insurer endorse the third-party general liability coverage required herein to include as additional insureds District, its officials, employees and agents, using standard ISO endorsement No. CG 2010. Contractor also agrees to require all Contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor’s employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any Contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District’s protection without District’s prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor’s general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the

event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at District option.

8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to District of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to District.

10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors who are brought onto or involved in the project by Contractor will be submitted to District for review.

11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will review and terminate any subcontract consultant has with a subconsultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Contractor acknowledges and agrees that any actual or alleged failure on the part of District to inform Contractor of non-compliance with any insurance requirements in no way

imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Contractor will renew the required coverage for the duration of the project.

16. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

20. Contractor agrees to be responsible for ensuring that no contract used by any party directly under contract with the Contractor and involved in the portion of the project under control of the Contractor reserves the right to charge District or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

21. Contractor agrees to provide immediate notice to District of any claim or loss against Contractor arising out of the work performed under this agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.