

## **EXHIBIT B**

### **INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR AGREEMENTS WITH DESIGN PROFESSIONALS TRUCKEE MEADOWS FIRE PROTECTION DISTRICT APPLE FIRE STATION DESIGN**

#### **INDEMNIFICATION**

##### PROFESSIONAL Liability

PROFESSIONAL agrees to defend, indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the design professional or the employees or agents of the design professional in the performance of the contract. If the insurer by which the design professional is insured against professional liability does not so defend the public body and the employees, officers and agents of the public body and the design professional is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body by the design professional in an amount which is proportionate to the liability of the design professional. (See: NRS 338.155)

As used in this section, "agents" means those persons who are directly involved in and acting on behalf of the District or PROFESSIONAL, as applicable, in furtherance of the contract or the public work to which the contract pertains.

##### General Liability

As respects all acts or omissions which do not arise directly out of the performance of PROFESSIONAL services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, PROFESSIONAL agrees to indemnify, defend (at DISTRICT'S option), and hold harmless DISTRICT, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of PROFESSIONAL (or Sub-PROFESSIONAL, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of DISTRICT.

In determining the nature of the claim against DISTRICT, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against DISTRICT.

#### **GENERAL REQUIREMENTS**

DISTRICT requires that PROFESSIONAL purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and PROFESSIONAL'S Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by PROFESSIONAL, its agents, representatives, employees or Sub-PROFESSIONALS. The cost of all such insurance shall be borne by PROFESSIONAL.

## **INDUSTRIAL INSURANCE (WORKERS' COMPENSATION)**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for PROFESSIONAL or any Sub-PROFESSIONAL by DISTRICT. PROFESSIONAL agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the DISTRICT to make any payment under this Agreement to provide DISTRICT with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If PROFESSIONAL is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

Should PROFESSIONAL be self-funded for Industrial insurance, PROFESSIONAL shall so notify DISTRICT in writing prior to the signing of any agreement. DISTRICT reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

## **MINIMUM LIMITS OF INSURANCE**

PROFESSIONAL shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. PROFESSIONAL Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase PROFESSIONAL'S insurance levels to meet minimum contract limits shall be borne by the PROFESSIONAL at no cost to the DISTRICT.

PROFESSIONAL will maintain PROFESSIONAL liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that PROFESSIONAL goes out of business during the term of this Agreement, or the three (3) year period described above, PROFESSIONAL shall purchase Extended Reporting Coverage for claims arising out of PROFESSIONAL'S negligent acts, errors and omissions committed during the term of the PROFESSIONAL Liability Policy.

Should DISTRICT and PROFESSIONAL agree that higher PROFESSIONAL Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by DISTRICT. DISTRICT retains the option to purchase project insurance through PROFESSIONAL'S insurer or its own source.

## **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT Risk Management Division prior to the start of work under this Agreement. DISTRICT reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured

retentions made during the term of this Agreement or during the term of any policy must be approved by the DISTRICT Risk Manager prior to the change taking effect.

## **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

### **1. General Liability Coverages**

- a. DISTRICT, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of PROFESSIONAL, including the insured's general supervision of PROFESSIONAL; products and completed operations of PROFESSIONAL; or premises owned, occupied or used by PROFESSIONAL. Any additional cost associated with this provision shall be the responsibility of DISTRICT.
- b. PROFESSIONAL'S insurance coverage shall be primary insurance as respects DISTRICT, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by DISTRICT, its officers, agents, employees or volunteers shall be excess of PROFESSIONAL'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to DISTRICT, its officers, agents, employees or volunteers.
- d. PROFESSIONAL'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. PROFESSIONAL'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to DISTRICT except for nonpayment of premium.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. DISTRICT with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning PROFESSIONAL and insurance carrier. DISTRICT reserves the right to require that the PROFESSIONAL'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

## **VERIFICATION OF COVERAGE**

PROFESSIONAL shall furnish DISTRICT with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by DISTRICT. **All certificates and endorsements are to be addressed to the specific DISTRICT contracting department and be received and approved by DISTRICT before work commences.** DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SUB-PROFESSIONALS**

PROFESSIONAL shall include all Sub-PROFESSIONALS as insureds under its policies or furnish separate certificates and endorsements for each Sub-PROFESSIONAL. Sub-PROFESSIONAL shall be subject to all of the requirements stated herein.

## **MISCELLANEOUS CONDITIONS**

1. PROFESSIONAL shall be responsible for and remedy all damage or loss to any property, including property of DISTRICT, caused in whole or in part by PROFESSIONAL, any Sub-PROFESSIONAL, or anyone employed, directed or supervised by PROFESSIONAL.
2. Nothing herein contained shall be construed as limiting in any way the extent to which PROFESSIONAL may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-PROFESSIONALS under it.
3. In addition to any other remedies DISTRICT may have if PROFESSIONAL fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, DISTRICT may, at its sole option:
  - a. Order PROFESSIONAL to stop work under this Agreement and/or withhold any payments which become due PROFESSIONAL here under until PROFESSIONAL demonstrates compliance with the requirements hereof;
  - b. Terminate the Agreement.
4. Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by authorized representative of DISTRICT. Failure of DISTRICT to demand such certificate or other evidence of full compliance with these insurance requirements or failure of DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or a waiver as to the enforcement of any of these provisions at a later date.