Article 21 Insurance

Without limiting the indemnification, CONSULTANT shall have in effect and maintain throughout the entire term of this Contract the following types of insurance with limits as shown:

21.1 Professional Liability Insurance – Not Applicable

21.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with $250,000 limits, covering all persons providing services on behalf of CONSULTANT and all risks to such persons under this Contract.

21.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than $1,000,000 per occurrence, combined single limit, and $3,000,000 in the aggregate written on an occurrence form.

For products and completed operations a $2,000,000 aggregate shall be provided.

21.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than $1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.

21.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to AUTHORITY evidencing the insurance coverage required above, prior to the commencement of performance of services. CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of services hereunder until the completion of such Services.

21.6 Additional Insured. All policies, except for Workers'' Compensation and Professional Liability policies, shall contain endorsements naming AUTHORITY and its officers, employees, named agents, and named volunteers as additional insured's with respect to liabilities arising out to the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for AUTHORITY to vicarious liability but shall allow coverage for AUTHORITY to the full extent provided by the policy.

21.7 Waiver of Subrogation Rights. CONSULTANT shall require the carriers of required coverage's (except for professional liability insurance) to waive all rights of subrogation against AUTHORITY, its officers, employees, agents, volunteers, contractors, and subcontractors. All general auto liability insurance coverage provided shall not prohibit CONSULTANT or CONSULTANT'S employees or agents from waiving the right of subrogation prior to a loss or claim. CONSULTANT hereby waives all rights of subrogation against AUTHORITY.

21.8 All policies required herein are to be primary and non-contributory with any insurance carried or administered by AUTHORITY.

21.9 Insurance shall be written by insurers authorized or approved to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII". Carriers must be qualified to do business in California and maintain an agent for service of process within California.

Article 22 Indemnity

CONSULTANT agrees to indemnify and hold harmless AUTHORITY and their officers, employees (past and present), named agents, and representatives from and against:

22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by AUTHORITY of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to AUTHORITY by CONSULTANT in connection with performance of Services; and

22.2 Any claim, cause of action, liability, loss, cost or expense, on account of injury to or death of persons or damage to or loss of property to the extent which arises out of the negligence or willful wrongful acts of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorneys' fees, incurred by AUTHORITY for legal action to enforce CONSULTANT'S indemnification obligations hereunder.