

coverages required under this Contract. The certificate(s) shall provide that the insurance policies have been endorsed/amended so that the insurance company or companies shall give a 30 calendar day notice (without reservation) to the **Owner's representative set forth in Section 29, "Notice; Parties' Representatives,"** below if the applicable policy is canceled or materially changed, or if the aggregate limits have been reduced. The certificate(s) should state specifically that the insurance is provided for this Contract. Insuring companies are subject to acceptance by the Owner.

G. Additional Insureds: The Certificates of Insurance, except for Workers' Compensation and Professional Liability/Errors & Omissions, shall provide that the policies have been endorsed/amended so that Owner its Board, officers, representatives, employees, volunteers, and agents are Additional Insureds with respect to the coverages required in this **Section 11**, and waiver of subrogation against them shall be obtained for all coverages.

H. Primary Coverage. All coverages obtained by Architect under this **Section 11** shall be primary over any insurance Owner may carry on its own including any excess coverage placed by the Architect as required in this contract.

12. INDEMNITY.

A. Claims for Other Than Professional Liability. Architect shall indemnify, hold harmless and defend the Owner and its officers, agents, employees, volunteers, and members from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities of the Architect or the Architect's Consultants, partners, joint venturers, subcontractors, officers, agents or employees acting under or pursuant to this Contract or any supplement or amendment hereto.

B. Claims for Professional Liability. Architect shall save, defend, indemnify, and hold harmless Owner and its officers, agents, employees, volunteers, and members from and against all claims, suits or actions, losses, damages, liabilities, costs, and expenses of whatsoever nature resulting from, arising out of, or relating to the professional negligent acts, errors, or omissions of Architect or its Consultants, partners, joint venturers, subcontractors, officers, agents, or employees acting under or pursuant to this Contract or any supplement or amendment hereto.

C. Owner Defense Requirements. Notwithstanding the foregoing defense obligations of the Architect, neither the Architect nor any attorney engaged by the Architect shall defend any claim in the name of the Owner, Deschutes Public Library, nor purport to act as legal representative of the Owner, the Deschutes Public Library, without the prior written consent of the General Counsel of the Deschutes Public Library. The Owner may, at any time at its election assume its own defense and settlement in the event that it determines that the Architect is prohibited from defending the Owner, that Architect is not adequately defending the Owner's interests, or that an important governmental principle is at issue or that it is in the best interests of the Owner to do so. The Owner reserves all rights to pursue any claims it may have against the Architect if the Owner elects to assume its own defense.

D. Agency's Actions. Subsections A and B above do not include indemnification by the Architect of the Owner for damages directly caused by Owner, whether related to this Contract or otherwise. "Architect shall defend Owner from claims covered under this Section at Architect's sole cost and expense until such time as:

- (1) An arbitration panel or court of competent jurisdiction determines that Owner is liable in whole or in part for the loss or claim caused by Owner's negligence; or
- (2) Owner and Architect mutually agree to allocate the liability."

13. LIMITATION OF LIABILITIES. Except for any liability of the Architect arising under or related to the Architect's failure to perform according to the standard of care or any other liability arising under or related to the Architect's representations and warranties under **Section 2, "Architect's Standard of Care; Representations and Warranties,"** of this Contract, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Contract or any damages of any sort arising solely from the termination of this Contract in accordance with its terms.