

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Quinn Company with an address at 10006 Rose Hills Rd, City of Industry, 90601 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Travis Spier at phone number 805-681-5626 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Joanne Colli at phone number (805) 348-1723 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Travis Spier, Operations Manager
County of Santa Barbara, Public Works Department
Resource Recovery & Waste Management Division
130 E Victoria Street, Suite 100
Santa Barbara, CA 93101
Phone: (805) 681-5626

To CONTRACTOR: Joanne Colli, Parts & Service Sales Representative
Quinn Company
1655 Carlotti Drive
Santa Maria, CA 93454
Phone: (805) 348-1723

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on July 15, 2025 and end performance upon completion, but no later than January 31, 2026 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social

Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use

such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE


In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Anderson Systems**


IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

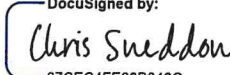
COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors

Date: 7-15-25


RECOMMENDED FOR APPROVAL:

PUBLIC WORKS DEPARTMENT

DocuSigned by:

67CEC4FE68B848C...
By: _____
Department Head

CONTRACTOR:

QUINN COMPANY


Signed by:
 6/4/2025 | 3:31 PM PDT
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Authorized Representative
By: _____

Name: Michelle Locke

Title: SVP and CFO

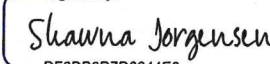
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

Signed by:

C156A3FB83F7454...
By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

Signed by:

DF6DB6D7D6344E6...
By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

Signed by:

05F555F00269466...
By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR agrees to provide COUNTY maintenance and repair services as identified in the attached proposal dated October 7, 2024, Quinn Quote No: 128683-5. CONTRACTOR agrees that work will only commence at the issuance of a written Notice to Proceed by the Public Works Director or Director's designee.



Quote No: 128683 - 5

COUNTY OF SANTA BARBARA RESOURCE & WASTE MGMT ATTN
ACCOUNTS PAYABLE 130 E VICTORIA ST STE 100 SANTA BARBARA
93101-2019

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
587600	128683	10/7/2024	TRAVIS SPIER
PHONE NO.	FAX NO.	EMAIL	
805 729 6996		tspier@countyofsb.org	
MODEL	MAKE		SERIAL NO.
637G	AA		0DFJ00362
UNIT NO.	HOURS	WO NO.	P.O. NO.
6371	9705		

Note

PERFORM A CERTIFIED MACHINE REBUILD. (CMR)

CERTIFIED MACHINE REBUILD COMES WITH CAT
 36 MONTHS 5000 HOUR EXTENDED PROTECTION PROGRAM WARRANTY
 (EPP)

NOTE: ONCE THE MACHINE IS DISASSEMBLED AND INSPECTED A REVISED
 ESTIMATE WILL BE GIVEN FOR ANY ADDITIONAL PARTS, LABOR
 MACHINING OR SALVAGE THAT MAY BE NEEDED TO COMPLETE THE
 MACHINE REPAIRS.

ALSO NOTE-MACHINE NEEDS TO BE INSPECTED PRIOR ANY WORK BEING
 PERFORM TO BE ACCURATE FOR THE QUOTE. SUCH AS FRAME
 INSPECTION AND BOWL INSPECTION.

PRICED PER 2024 SOURCEWELL CONTRACT, CATERPILLAR SOURCEWELL ID#
 011723-CAT, COUNTY OF SANTA BARBARA SOURCEWELL ID# 35604

SEGMENT: 00 **PERFORM T/A 1 INSPECTION (540 9112)**
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
Total Estimated Parts:					0.00

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	3	165.30	0	495.90
Total Estimated Labor:					0.00

Labor Summary

Segment 00 Total: **0.00**

SEGMENT: 01 **CLEAN MACHINE (070 7000)**

NOTES:
CLEAN MACHINE FOR ENTRY INTO THE SHOP.

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
Total Estimated Parts:					0.00

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
STM-16-01-**	DISC. LABOR 5%	8	112.10	0	896.80
Total Estimated Labor:					896.80

Labor Summary

Segment 01 Total: 896.80

SEGMENT: 02 LIFT & BLOCK MACHINE (508 7000)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
Total Estimated Parts:					0.00

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	12	165.30	0	1,983.60
Total Estimated Labor:					1,983.60

Labor Summary

Segment 02 Total: 1,983.60

SEGMENT: 03 INSPECT MAIN FRAME BOWL (040 7051 BWL)
NOTES:
INSPECT MAIN FRAME AND SCRAPER BOWL FOR ANY NECESSARY UPDATES,
WEAR ITEMS AND/OR REPAIRS THAT MAY NEED TO BE DONE.
AN ADDITIONAL QUOTE MAY BE REQUIRED FOR ANY ADDITIONALS.

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
Total Estimated Parts:					0.00

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	24	165.30	0	3,967.20
Total Estimated Labor:					3,967.20

Labor Summary

Segment 03 Total: 3,967.20

SEGMENT: 10 REMOVE & INSTALL ENGINE FRONT (010 1000 FR) NOTES:

Parts

Total Estimated Parts: 9,129.60

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	80	165.30	0	13,224.00
Total Estimated Labor:					13,224.00

Labor Summary

Segment 10 Total: 22,353.60

SEGMENT: 11 RECONDITION ENGINE FRONT (020 1000 FR)
NOTES:

Parts

Total Estimated Parts: 46,957.05

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-81-**	DISC. LABOR 5%	125	171.00	0	21,375.00
Total Estimated Labor:					21,375.00

Labor Summary

Segment 11 Total: 68,332.05

SEGMENT: 13 REMV RECONDITION & INSTL RADIATOR FRONT (022 1353 FR) NOTES:
REPLACE RADIATOR AND AFTERCOOLER CORES WITH NEW CORES.

Parts

Total Estimated Parts: 14,796.63

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	24	165.30	0	3,967.20
Total Estimated Labor:					3,967.20

Labor Summary**Misc Summary**

Segment 13 Total: 18,763.83

SEGMENT: 14 REMOVE & INSTALL ENGINE REAR (010 1000 RE) NOTES:

Parts

Total Estimated Parts: 4,588.63

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	60	165.30	0	9,918.00
Total Estimated Labor:					9,918.00

Labor Summary

Segment 14 Total: 14,506.63

SEGMENT: 15 RECONDITION ENGINE REAR (020 1000 RE)
NOTES:

Parts**Total Estimated Parts:** 37,653.29**Labor**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-81-**	DISC. LABOR 5%	125	171.00	0	21,375.00

Total Estimated Labor: 21,375.00**Labor Summary****Segment 15 Total:** 59,028.29

SEGMENT: 17 REMV RECONDITION & INSTL RADIATOR REAR (022 1353 RE) NOTES:
REPLACE RADIATOR AND AFTERCOOLER CORES WITH NEW CORES.

Parts**Total Estimated Parts:** 7,357.35**Labor**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	24	165.30	0	3,967.20

Total Estimated Labor: 3,967.20**Labor Summary****Misc Summary****Segment 17 Total:** 11,324.55

SEGMENT: 20 REPLACE WITH NEW WIRING HARNESS LIGHTS (511 1408 LTS) NOTES:
RECONDITION ALL MACHINE ELECTRICAL, REPLACE ALL WIRING
HARNESSES, CABLES, BATEERIES AND LIGHTING.

Parts**Total Estimated Parts:** 24,569.04**Labor**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	60	165.30	0	9,918.00

Total Estimated Labor: 9,918.00**Labor Summary****Segment 20 Total:** 34,487.04

SEGMENT: 30 REMOVE & INSTALL TRANS & DIFFERENTIAL UNIT FRONT (010 3006 FR) NOTES:

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
8T9572	CAT TRANS/DRIVE TR	5	92.16	0	460.80

Total Estimated Parts: 460.80**Parts Summary Labor**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**-	DISC. LABOR 5%	60	165.30	0	9,918.00
Total Estimated Labor:					9,918.00

Labor Summary

Segment 30 Total: 10,378.80

SEGMENT: 31 RECONDITION TRANS, TC & TRF GEARS FRONT (20 3003 FR) NOTES:**Parts**

Total Estimated Parts: 23,024.96

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-81-**-	DISC. LABOR 5%	88	171.00	0	15,048.00
Total Estimated Labor:					15,048.00

Labor Summary

Segment 31 Total: 38,072.96

SEGMENT: 34 RECONDITION DIFFERENTIAL FRONT (020 3258 FR) NOTES:**Parts**

Total Estimated Parts: 3,693.37

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-81-**-	DISC. LABOR 5%	16	171.00	0	2,736.00
Total Estimated Labor:					2,736.00

Labor Summary

Segment 34 Total: 6,429.37

SEGMENT: 35 REMOVE & INSTALL TRANS & DIFFERENTIAL UNIT REAR (010 3006 RE) NOTES:**Parts**

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
8T9572	CAT TRANS/DRIVE TR	3	92.16	0	276.48
Total Estimated Parts:					276.48

Parts Summary**Labor**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**-	DISC. LABOR 5%	48	165.30	0	7,934.40
Total Estimated Labor:					7,934.40

Labor Summary

Segment 35 Total: 8,210.88

SEGMENT: 36 RECONDITION TRANS, TC & TRF GEARS REAR (020 3003 RE) NOTES:

Total Estimated Parts: 14,149.34

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-81-**	DISC. LABOR 5%	88	171.00	0	15,048.00
Total Estimated Labor:					15,048.00

Labor Summary

Segment 36 Total: 29,197.34

SEGMENT: 38 RECONDITION DIFFERENTIAL REAR (020 3258 RE) NOTES:

Parts

Total Estimated Parts: 2,062.29

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-81-**	DISC. LABOR 5%	16	171.00	0	2,736.00
Total Estimated Labor:					2,736.00

Labor Summary

Segment 38 Total: 4,798.29

SEGMENT: 40 REMV RECONDITION & INSTL FINAL DRIVE & BRAKE WHEEL FRONT (022 4001 FR) NOTES:

Parts

Total Estimated Parts: 11,401.86

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	60	165.30	0	9,918.00
Total Estimated Labor:					9,918.00

Labor Summary

Segment 40 Total: 21,319.86

SEGMENT: 42 REMV RECONDITION & INSTL FINAL DRIVE & BRAKE WHEEL REAR (022 4001 RE) NOTES:

Parts

Total Estimated Parts: 8,566.09

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	60	165.30	0	9,918.00
Total Estimated Labor:					9,918.00

Labor Summary

Segment 42 Total: 18,484.09

SEGMENT: 44 REMOVE & INSTALL STEERING CYL BOTH SIDES (010 4303 BSD) NOTES:

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
Total Estimated Parts:					100.00
Parts Summary	MISC. GASKETS, SEALS AND HARDWARE.				
Labor					
Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**-	DISC. LABOR 5%	8	165.30	0	1,322.40
Total Estimated Labor:					1,322.40
Labor Summary					
Segment 44 Total:					1,422.40

SEGMENT: 45 RESEAL / REPL. GASK/SEAL STEERING CYL BOTH SIDES (014 4303 BSD) NOTES:

Parts					
Total Estimated Parts:					1,381.02
Labor					
Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-81-**-	DISC. LABOR 5%	12	171.00	0	2,052.00
Total Estimated Labor:					2,052.00
Labor Summary					
Segment 45 Total:					3,433.02

SEGMENT: 46 REMOVE & INSTALL SERVO STEERING CYLINDER (010 4315) NOTES:

Parts					
Part Number	Description	Qty	Unit Price	Discount%	Ext Price
Total Estimated Parts:					50.00
Parts Summary	MISC. GASKETS, SEALS AND HARDWARE.				
Labor					
Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	3	165.30	0	495.90
Total Estimated Labor:					495.90
Labor Summary					
Segment 46 Total:					545.90

SEGMENT: 47 RESEAL / REPL. GASK/SEAL SERVO STEERING CYLINDER (014 4315) NOTES:

Parts					
Total Estimated Parts:					301.29
Labor					
Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-81-**-	DISC. LABOR 5%	4	171.00	0	684.00
Total Estimated Labor:					684.00
Labor Summary					

Segment 47 Total:

985.29

SEGMENT: 48 REMOVE & INSTALL STEERING VALVE (010 4307) NOTES:**Parts**

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
Total Estimated Parts:					100.00

Parts Summary MISC. GASKETS, SEALS AND HARDWARE.**Labor**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**-	DISC. LABOR 5%	6	165.30	0	991.80
Total Estimated Labor:					991.80

Labor Summary

Segment 48 Total:

1,091.80

SEGMENT: 49 RESEAL / REPL. GASK/SEAL STEERING VALVE (014 4307) NOTES:**Parts****Total Estimated Parts:** 1,619.24**Labor**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-81-**-	DISC. LABOR 5%	24	171.00	0	4,104.00
Total Estimated Labor:					4,104.00

Labor Summary

Segment 49 Total:

5,723.24

SEGMENT: 50 REMOVE & INSTALL BOWL LIFT CYLINDER (010 5303) NOTES:**Parts**

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
201-2184	BOLT-HEX HEA	2	6.42	0	12.84
4J5193	PIN	2	61.18	0	122.36
8W1708	PIN	2	243.38	0	486.76
Total Estimated Parts:					621.96

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**-	DISC. LABOR 5%	8	165.30	0	1,322.40
Total Estimated Labor:					1,322.40

Labor Summary

Segment 50 Total:

1,944.36

SEGMENT: 51 RESEAL / REPL. GASK/SEAL BOWL LIFT CYLINDER BOTH SIDES (014 5303 BSD) NOTES:**Parts****Total Estimated Parts:** 1,919.46

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-81-**	DISC. LABOR 5%	12	171.00	0	2,052.00
Total Estimated Labor:					2,052.00

Labor Summary

Segment 51 Total: 3,971.46

SEGMENT: 52 REMOVE & INSTALL APRON LIFT CYLINDER (010 5301) NOTES:

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
2J1227	RETAINER	2	131.60	0	263.20
3G0027	PIN A	1	677.58	0	677.58
3J2373	BEARING	2	111.02	0	222.04
3J9133	BEARING	2	67.44	0	134.88
4T8291	PIN AS	1	431.12	0	431.12
9J1379	PIN A	1	521.07	0	521.07
Total Estimated Parts:					2,249.89

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	12	165.30	0	1,983.60
Total Estimated Labor:					1,983.60

Labor Summary

Segment 52 Total: 4,233.49

SEGMENT: 53 RESEAL / REPL. GASK/SEAL APRON LIFT CYLINDER (014 5301) NOTES:

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
1J2176	SEAL-O-RING	1	7.55	0	7.55
2J0744	RING	1	9.12	0	9.12
2M9780	O-RING BOSS -10	1	1.60	0	1.60
3124247	SEAL-WIPER	1	33.30	0	33.30
3124248	SEAL AS.-BUF	1	36.88	0	36.88
3B4514	LOCKWASHER	8	0.82	0	6.56
3J2373	BEARING	1	111.02	0	111.02
3J8683	RING	1	72.47	0	72.47
3J8688	BEARING	2	59.47	0	118.94
3J9449	NUT	1	358.56	0	358.56
421-4025	SEAL-U-CUP	1	26.89	0	26.89
5J5559	SEAL A	2	85.82	0	171.64
5J5560	RING	1	12.42	0	12.42
5J5561	SEAL	1	55.38	0	55.38
8T7584	RING WEAR	1	15.46	0	15.46
Total Estimated Parts:					1,037.79

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
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6

171.00

0

1,026.00

Total Estimated Labor:

1,026.00

Labor Summary

Segment 53 Total:

2,063.79

SEGMENT: 54

REMOVE & INSTALL EJECTOR CYLINDER (010 5305) NOTES:

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
4J9878	PIN	2	347.77	0	695.54
4T2349	RETAINER	2	140.28	0	280.56
4T2350	RETAINER	2	62.36	0	124.72
5P2228	BOLT	8	1.19	0	9.52
Total Estimated Parts:					1,110.34

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	8	165.30	0	1,322.40
Total Estimated Labor:					1,322.40

Labor Summary

Segment 54 Total:

2,432.74

SEGMENT: 55

RESEAL / REPL. GASK/SEAL EJECTOR CYLINDER (014 5305) NOTES:
 RESEAL EJECTOR VALVE AND EJECTOR CYLINDER.

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
1672228	SEAL AS-BUFF	1	60.95	0	60.95
1672346	SEAL	1	77.77	0	77.77
2253294	SEAL-WIPER	1	42.85	0	42.85
2A1538	CAPSCREW	6	4.50	0	27.00
2M3790	SPRING	1	14.33	0	14.33
3G3747	RING	1	10.37	0	10.37
3J2700	BEARING	2	147.80	0	295.60
3J2976	RETAINER	1	110.98	0	110.98
3J2977	SPRING	1	30.28	0	30.28
3J2978	SPRING	1	24.06	0	24.06
3J2979	SHIM	6	10.76	0	64.56
3J7354	O-RING BOSS -4	2	1.15	0	2.30
4J0522	SEAL-O-RING	2	2.73	0	5.46
4J0524	SEAL-O-RING	1	3.32	0	3.32
4J0525	SEAL O RING	1	3.46	0	3.46
4J0527	SEAL O RING	1	3.83	0	3.83
4J2974	SHIM	6	7.26	0	43.56
4J3537	SHIM	5	5.27	0	26.35
4J5140	SEAL O RING	1	1.81	0	1.81
4J5267	SEAL-O-RING	1	2.12	0	2.12
4J5309	SEAL	1	1.22	0	1.22

4T9319	RING	1	84.62	0	84.62
4T9320	RING	1	268.34	0	268.34
5B9318	BALL	1	0.30	0	0.30
5L4197	PIN	1	0.36	0	0.36
6F5559	SEAL	2	1.22	0	2.44
8J4386	SEAL-O-RING	1	9.22	0	9.22
8T0277	PIN	2	1.12	0	2.24
8T1793	SEAL A	1	100.21	0	100.21
Total Estimated Parts:					1,319.91

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-81-**	DISC. LABOR 5%	12	171.00	0	2,052.00
Total Estimated Labor:					2,052.00

Labor Summary

Segment 55 Total: 3,371.91

SEGMENT: 56 REMOVE & INSTALL PUSH-PULL BAIL CYLINDER (010 5307)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
3G5581	PIN A	1	107.78	0	107.78
8J7921	PIN A	1	100.70	0	100.70
Total Estimated Parts:					208.48

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	4	165.30	0	661.20
Total Estimated Labor:					661.20

Labor Summary

Segment 56 Total: 869.68

SEGMENT: 57 RESEAL / REPL. GASK/SEAL PUSH-PULL BAIL CYLINDER (014 5307) NOTES:

Parts

Total Estimated Parts: 298.31

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-81-**	DISC. LABOR 5%	4	171.00	0	684.00
Total Estimated Labor:					684.00

Labor Summary

Segment 57 Total: 982.31

SEGMENT: 58 REPLACE PISTON PUMP W/CAT REMAN (510 5070 CR) NOTES:

Parts

Total Estimated Parts: 15,817.13

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	32	165.30	0	5,289.60
Total Estimated Labor:					5,289.60

Labor Summary

Segment 58 Total: 21,106.73

SEGMENT: 59 REPLACE HYDR HOSES (510 5057)
NOTES:

Parts

Total Estimated Parts: 12,666.92

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	60	165.30	0	9,918.00
Total Estimated Labor:					9,918.00

Labor Summary

Segment 59 Total: 22,584.92

SEGMENT: 60 REMOVE & INSTALL HYDRAULIC CONTROL VALVE (010 5051)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
Total Estimated Parts:					100.00

Parts Summary MISC. GASKETS, SEALS AND HARDWARE.

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	24	165.30	0	3,967.20
Total Estimated Labor:					3,967.20

Labor Summary

Segment 60 Total: 4,067.20

SEGMENT: 61 RESEAL / REPL. GASK/SEAL HYDRAULIC CONTROL VALVE (014 5051) NOTES:

Parts

Total Estimated Parts: 1,992.39

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-81-**	DISC. LABOR 5%	24	171.00	0	4,104.00
Total Estimated Labor:					4,104.00

Labor Summary

Segment 61 Total: 6,096.39

SEGMENT: 62 REMOVE & INSTALL LEVELING VALVE (010 5312) NOTES:

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
Total Estimated Parts:					100.00

Parts Summary MISC. GASKETS, SEALS AND HARDWARE.

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**-	DISC. LABOR 5%	6	165.30	0	991.80
Total Estimated Labor:					991.80

Labor Summary

Segment 62 Total: 1,091.80

SEGMENT: 63 RESEAL / REPL. GASK/SEAL LEVELING VALVE (014 5312) NOTES:

Parts

Total Estimated Parts: 658.74

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-81-**-	DISC. LABOR 5%	8	171.00	0	1,368.00
Total Estimated Labor:					1,368.00

Labor Summary

Segment 63 Total: 2,026.74

SEGMENT: 64 REMOVE & INSTALL QUICK-DROP VALVE BOTH SIDES (010 5110 BSD) NOTES:

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
1585052	CLAMP-HALF	2	12.53	0	25.06
1P3705	SEAL	5	3.58	0	17.90
2S4078	O-RING BOSS -20	2	2.53	0	5.06
3430824	CLAMP AS-CYL	1	136.39	0	136.39
3J1907	O-RING BOSS -6	1	1.30	0	1.30
8T5360	WASHER	4	0.59	0	2.36
Total Estimated Parts:					188.07

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**-	DISC. LABOR 5%	8	165.30	0	1,322.40
Total Estimated Labor:					1,322.40

Labor Summary

Segment 64 Total: 1,510.47

SEGMENT: 65 RESEAL / REPL. GASK/SEAL QUICK-DROP VALVE BOTH SIDES (014 5110 BSD) NOTES:

Parts

Total Estimated Parts: 589.14

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-81-**	DISC. LABOR 5%	16	171.00	0	2,736.00
Total Estimated Labor:					2,736.00

Labor Summary

Segment 65 Total: 3,325.14

SEGMENT: 66 RECONDITION STEERING & BRAKING SYSTEM (020 4005) NOTES:**Parts**

Total Estimated Parts: 13,989.79

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	40	165.30	0	6,612.00
Total Estimated Labor:					6,612.00

Labor Summary

Segment 66 Total: 20,601.79

SEGMENT: 67 RESEAL / REPL. GASK/SEAL HYDRAULIC TANK FRONT (014 5056 FR) NOTES:**Parts**

Total Estimated Parts: 3,697.77

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	32	165.30	0	5,289.60
Total Estimated Labor:					5,289.60

Labor Summary

Segment 67 Total: 8,987.37

SEGMENT: 68 RESEAL / REPL. GASK/SEAL TRANSMISSION OIL TANK REAR (014 3177 RE) NOTES:**Parts**

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
2K4973	NUT	42	0.70	0	29.40
492-6794	STRAINER	1	16.12	0	16.12
4J8251	GROMMET	1	10.17	0	10.17
4J8252	SIGHT GAUGE	1	29.23	0	29.23
5J3316	GASKET	1	63.16	0	63.16
7H-1447	CAP	1	21.81	0	21.81
8J6913	RETAINER	1	78.45	0	78.45
9H6454	GASKET	1	2.78	0	2.78
Total Estimated Parts:					251.12

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	16	165.30	0	2,644.80
Total Estimated Labor:					2,644.80

Segment 68 Total: 2,895.92

SEGMENT: 69 RESEAL / REPL. GASK/SEAL CUSHION HITCH LOAD CYL (014 5317) NOTES:

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
225-3281	SEAL-WIPER	1	27.73	0	27.73
289-2937	SEAL AS	1	33.50	0	33.50
289-2948	SEAL U	1	24.74	0	24.74
2J0564	NUT	1	141.46	0	141.46
2K4472	O RING	1	6.74	0	6.74
2K4473	RING	1	8.33	0	8.33
3J9703	RING	1	49.99	0	49.99
5J4991	SEAL A	1	65.36	0	65.36
8T5668	RING WEAR	1	11.42	0	11.42
9J1187	BEARING	2	185.21	0	370.42
Total Estimated Parts:					739.69

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-81-**-**	DISC. LABOR 5%	7	171.00	0	1,197.00
Total Estimated Labor:					1,197.00

Labor Summary

Segment 69 Total: 1,936.69

SEGMENT: 70 DISASSEMBLE & ASSEMBLE CUSHION HITCH (017 7107) NOTES:

Parts

Total Estimated Parts: 6,389.23

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**-**	DISC. LABOR 5%	70	165.30	0	11,571.00
Total Estimated Labor:					11,571.00

Labor Summary

Segment 70 Total: 17,960.23

SEGMENT: 71 REBEARING & RESEAL CUSHION HITCH (028 7107) NOTES:

Parts

Total Estimated Parts: 12,383.62

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**-**	DISC. LABOR 5%	40	165.30	0	6,612.00
Total Estimated Labor:					6,612.00

Labor Summary

Segment 71 Total:

18,995.62

SEGMENT: 72 REBEARING & RESEAL PUSH BLOCK/BAIL (028 7115) NOTES:**Parts**

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
1328237	DOWEL-HOLLOW	8	37.12	0	296.96
1U0895	RETAINER	2	445.77	0	891.54
2224617	BEARING	2	408.09	0	816.18
3B5325	COTTER PIN	1	3.44	0	3.44
3F9902	RETAINER	4	45.05	0	180.20
3J7283	FITTING	2	2.18	0	4.36
5J3634	PAD	2	307.81	0	615.62
7J1309	BEARING	2	180.91	0	361.82
8X5433	SPRING G	1	3,143.22	0	3,143.22
Total Estimated Parts:					6,313.34

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	24	165.30	0	3,967.20
Total Estimated Labor:					3,967.20

Labor Summary**Segment 72 Total:**

10,280.54

SEGMENT: 73 RECONDITION AIR CONDITIONER (020 7320) NOTES:**Parts****Total Estimated Parts:** 8,118.65**Labor**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	32	165.30	0	5,289.60
Total Estimated Labor:					5,289.60

Labor Summary**Misc**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
FR1-1*_*_*_*_*	LBS.134 FREON	5	25.82	0	129.10
Total Estimated Misc:					129.10

Segment 73 Total:

13,537.35

SEGMENT: 74 RECONDITION CAB (020 7301) NOTES:**Parts****Total Estimated Parts:** 65,091.84**Labor**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	100	165.30	0	16,530.00

Total Estimated Labor: 16,530.00

Labor Summary

Segment 74 Total: 81,621.84

SEGMENT: 75 REPLACE HYDRAULIC ACCUMULATOR W/CAT REMAN (510 5077 CR) NOTES:**Parts**

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
30R-0229	ACCUMULATOR	2	1,324.03	0	2,648.06
30R-0229	CORE	2	712.94	0	0.00
Total Estimated Parts:					2,648.06

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	6	165.30	0	991.80
Total Estimated Labor:					991.80

Labor Summary Misc

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
NIT-**-***	NITROGEN	4	15.00	0	60.00
Total Estimated Misc:					60.00

Misc Summary Nitrogen Charge

Segment 75 Total: 3,699.86

SEGMENT: 76 REPAIR SCRAPER BOWL ROLLER (023 6201 RLR) NOTES:
 THIS IS AN ESTIMATE PRIOR TO INSPECTION: REQUOTE MAY BE
 NECESSARY UPON THOROUGH INSPECTION. REPLACE EJECTOR
 ROLLERS AND CUTTING EDGES. REPAIR INNER CAN WALLS, FLOOR,
 FLOOR RAILS, END BIT INSERTS, MOLE BOARD LOWER REPAIR, APRON
 SIDES
 AND FACE, EJECTOR FACE AND RAILS, AND OUTER LOWER SIDES OF CAN,
 ADD SOME WEAR PLATES.

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
1447289	ROLLER AS	2	829.84	0	1,659.68
1447314	ROLLER	2	1,270.15	0	2,540.30
1447318	ROLLER AS	2	1,293.82	0	2,587.64
2J3507	NUT 1-8	32	3.60	0	115.20
3J2333	BEARING	4	82.06	0	328.24
4J8665	BIT	2	131.58	0	263.16
4J9058	BOLT	32	6.45	0	206.40
4T2350	RETAINER	4	62.36	0	249.44
4T6566	CUTTING EDGE	1	423.43	0	423.43
4T6614	CUTTING EDGE	2	203.59	0	407.18
5P8250	WASHER	32	3.33	0	106.56
6C3060	GASKET	1	6.76	0	6.76
6V8182	NUT 3/4-10	4	2.05	0	8.20

7J4982	BEARING	2	431.33	0	862.66
8T4205	WASHER	6	0.34	0	2.04
8T4896	WASHER	12	0.47	0	5.64
8X7299	GASKET	1	5.91	0	5.91

Total Estimated Parts: 9,778.44

Parts Summary

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5% - ROLLERS AND PLATES	40	165.30	0	6,612.00
SHP-16-01-**	DISC. LABOR 5% - WELDING	206	165.30	0	34,051.80

Total Estimated Labor: 40,663.80

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
#MP-**-**-**	MISC STEEL PLATES	1	17,453.50	0	17,453.50
#MS-**-**-**	MISC WELD SUPPLIES	1	1,820.00	0	1,820.00

Total Estimated Misc: 19,273.50

Segment 76 Total: 69,715.74

SEGMENT: 77 CALIBRATE MACHINE (524 7000)

NOTES:

RUN, TEST AND ADJUST ALL SYSTEMS FOR PROPER OPERATION.

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
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Total Estimated Parts: 0.00

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	16	165.30	0	2,644.80

Total Estimated Labor: 2,644.80

Labor Summary

Segment 77 Total: 2,644.80

SEGMENT: 78 KIDNEY LOOP MACHINE (607 7000)

NOTES:

SOS ALL COMPARTMENTS AND CHECK FOR ISO NUMBERS TO BE CORRECT.
IF ISO NUMBERS ARE NOT WITHIN SPEC'S SYSTEMS MUST BE KIDNEY
LOOPED UNTIL ISO NUBERS ARE CORRECT PER CATERPILLAR CMR
INSTRUCTIONS.

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
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QLAB 17	OIL SAMPLE-SHOP	7	19.50	0	136.50
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Total Estimated Parts: 136.50

Parts Summary Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
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24

165.30

0

3,967.20

Total Estimated Labor:

3,967.20

Labor Summary

Segment 78 Total:

4,103.70

SEGMENT: 79 CLEAN, PAINT, & DECAL MACHINE (194 7000)
 NOTES:

Parts

Total Estimated Parts:

803.06

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	80	165.30	0	13,224.00
Total Estimated Labor:					13,224.00

Labor Summary Misc

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
PYW-**-**-**	PAINT-YELLOW	20	43.00	0	860.00
Total Estimated Misc:					860.00

Misc Summary

Segment 79 Total:

14,887.06

SEGMENT: 80 REPLACE WITH NEW TIRE(S) (511 4203)
 NOTES:

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
Total Estimated Parts:					0.00

Labor

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
SHP-16-01-**	DISC. LABOR 5%	12	165.30	0	1,983.60
Total Estimated Labor:					1,983.60

Labor Summary Misc

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
#MP-**-**-**	SM TIRE ESTIMATE	4	13,090.00	0	52,360.00
Total Estimated Misc:					52,360.00

Segment 80 Total:

54,343.60

SEGMENT: 82 PERFORM PRODUCT UPDATE ON PRODUCT UPDATE PROGRAM OPTIONAL ATTACHMENT
 1 (595 7570 AC1)
 NOTES:

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
1552793	SEAL-LINER	1	15.64	0	15.64

1984778	WASHER-HARD	2	4.22	0	8.44
201-2184	BOLT-HEX HEA	4	6.42	0	25.68
2966677	BUMPER-WEAR	8	18.29	0	146.32
3014214	HOOD AS - RE	1	9,396.98	0	9,396.98
3053548	SHIELD	1	397.63	0	397.63
3053550	FENDER AS.-L	1	8,169.71	0	8,169.71
3069007	PLATE	1	121.97	0	121.97
308-1109	STRUT-MECHAN	2	933.06	0	1,866.12
3146155	BRACKET AS-L	1	1,160.43	0	1,160.43
3K6060	NUT	8	0.84	0	6.72
556-0701	LINER-CYLIND	6	264.37	0	1,586.22
6V8188	NUT 1/2-13	2	0.71	0	1.42
7M2360	WASHER	4	5.05	0	20.20
8T4223	WASHER	4	0.93	0	3.72
8T4835	BOLT	2	1.88	0	3.76
8T4897	WASHER	8	2.79	0	22.32
8T8920	BOLT	2	3.09	0	6.18
Total Estimated Parts:					22,959.46

Labor Summary

Segment 82 Total: 22,959.46

SEGMENT: 90 TRANSPORT MACHINE (052 7000)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
Total Estimated Parts:					0.00

Labor Summary**Misc**

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
#MP-**-**-**	MCCARTY'S TRANSPORT	2	8,030.00	0	16,060.00
Total Estimated Misc:					16,060.00

Segment 90 Total: 16,060.00

SEGMENT: 99 SALES TAX MISCELLANEOUS (TAX 7950)
NOTES:
SANTA BARBARA SALES TAX 7.75% - DELIVERED TO 14470 CALLE REAL,
SANTA BARBARA CA 93117

Parts

Part Number	Description	Qty	Unit Price	Discount%	Ext Price
Total Estimated Parts:					0.00

Labor Summary Misc

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
Total Estimated Misc:					38,374.90

Segment 99 Total:	38,374.90
Total Segments:	871,022.43
SUB TOTAL (BEFORE TAXES)	871,022.43

THIS ESTIMATE IS BASED ON LABOR RATES, PARTS PRICES, AND CONDITION OF THE MACHINE EXISTING ON THE DATE OF THE ESTIMATE INDICATED ABOVE. THE CUSTOMER WILL BE INFORMED OF ANY REVISIONS IN LABOR RATES, PARTS PRICES OR ADDITIONAL WORK REQUIRED BEFORE THE WORK IS STARTED. UNLESS OTHERWISE SPECIFIED, THIS ESTIMATE DOES NOT INCLUDE TRAVEL TIME AND MILEAGE, FREIGHT, SHIPPING CHARGES, ENVIRONMENTAL FEE OR TAXES WHERE APPLICABLE. THIS ESTIMATE IS EFFECTIVE FOR 30 DAYS FROM THE DATE INDICATED ABOVE.

ESTIMATED REPAIR TIME: _____ from start date

Thank you for giving QUINN the opportunity to quote your service repair options.

My Signature below indicates I have read, understand and agree with the attached terms and conditions.

Issued PO#: _____, Authorized Name _____ Please Print

Date ____/____/____ (Signature)

Prepared by: Justin Carter Phone: 805-223-0065 Email: Justin.Carter@quinncompany.com Fax: _____

Quinn Service Repair Terms and Conditions

1. Acceptance of Order.

This Service Repair Estimate is for Customer's information only and is not a valid estimate for services unless signed by an authorized representative of Customer in the place provided on the face of this Service Repair Estimate. Prices, schedules and the scope of work on this Service Repair Estimate are subject to change at Quinn's discretion.

Unless otherwise agreed in a written document signed by a vice president of Quinn, these Quinn Service Repair Terms and Conditions ("Terms") govern the purchase of the services by Customer. The placing of an order with Quinn, the completion of an online transaction with Quinn, Company's acceptance of this Service Repair Estimate, or any quote, proposal, or other document issued by Quinn with respect to the services, or the receipt or acceptance of the services by Customer, constitutes Customer's acceptance of these Terms exactly as written. The parties acknowledge and agree that any other pre-printed, standard, or posted terms or conditions included in any media including purchase orders, invoices, acknowledgements, bills of lading, terms of use or sale, or other forms utilized by Customer or exchanged by the parties (collectively, "Instruments") shall be for the sole purpose of defining quantities, prices and/or describing products or services but will not govern the purchase of the services by Customer, nor shall such Instruments be construed as modifying, amending, supplementing, or altering the Terms or be binding upon the parties.

2. Changes in Service Work.

Customer may request changes in its requirements for service repairs. Such changes will require a separate Service Repair Estimate signed by an authorized representative of Customer.

3. Termination Of Service Work.

Any order accepted by Customer may be terminated prior to completion by Customer only upon written notice to Quinn, and payment of Quinn's termination charges which may include payment for service labor provided and parts restocking charges.

4. Liability.

Quinn's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, repair, installation, or use of any products covered by or furnished under any order connected with this Service Repair Estimate shall be limited to those claims arising solely from the acts of Quinn and its subcontractors, and Quinn and its subcontractors shall in no way be liable for any special, indirect, incidental or consequential damages, including, but not limited to, damage to property, environmental liability, or death or injuries to persons suffered or sustained by the use, servicing, operation, and/or handling of the serviced equipment, no matter how caused or occasioned, nor for any consequential damages, lost profits, expenses, or costs resulting to Customer or any third parties by reason of any delay in delivery, defect or negligence in the performance of any services provided by Quinn in connection with the service of the equipment, nonperformance of the serviced equipment, or acts that create environmental liability, or from any other cause whatsoever, and Customer hereby specifically waives all such claims. Any claims against Quinn for shortages in shipments shall be made in writing to Quinn within five (5) days of receipt of shipment by Customer. Quinn shall not be liable for any delays in performing any services or delivering any goods in whole or in part attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Quinn.

5. Taxes.

Unless expressly stated, Quinn's prices do not include sales, use, excise or similar taxes. The amount of any applicable tax shall be paid by Customer as an additional charge unless specifically included in any Service Repair Estimates accepted by Customer, or in lieu thereof, the Customer shall provide Quinn with a tax exemption certificate acceptable to the taxing authorities.

6. Terms.

Terms are cash unless credit is approved. With credit approval terms of payment are net by the 30th day following receipt of the invoice. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. In the event of default in the payment of any amount due, and if the account is placed in the hands of any agency or attorney for collection or legal action, Customer agrees to pay both the finance charges and the costs of collection (as permitted by laws governing these transactions). Quinn retains title to merchandise until receipt of good funds. When applicable, Quinn will invoke its repairman's lien under California Civil Code Sections 3051 and 3051a.

7. Part Used for Repairs.

Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable parts. Any freight charges incurred are at customer expense. We accept parts purchased from us for return credit less applicable restocking charges policy available from the parts department. Returned parts must be in saleable condition and accompanied by the original invoice receipt. We extend the parts return policy to you as a voluntary service. We reserve the right to cancel or modify all or any portions of the parts return policy without prior notice and to reject any parts the customer attempts to return.

8. Warranties.

Limited Parts Warranty: Except for Caterpillar batteries, service tools, ground engaging tools, Caterpillar tires, or non-Caterpillar parts which are covered under separate limited warranties, we warrant new Caterpillar parts sold by us to be free from defects in materials and workmanship subject to the following provisions. During the first six months after purchase of the part by the initial user. We will, as an exclusive remedy, provide a new part or a repaired part, whichever we elect, in place of any part which in our sole judgment is found to be defective in material or workmanship. Such part will be provided without charges to you during normal working hours at our place of business, provided that the defective part is returned to our place of business. Any replacement part provided under the terms of this warranty is warranted for the remainder of the warranty period applicable to the part which it replaces. Receipt of parts by you acknowledges familiarity with applicable warranties. A copy of the appropriate limited warranty for Caterpillar batteries, service tools, ground engaging tools, Caterpillar tires, or non-Caterpillar parts is available to you upon request. We shall not be responsible for any failures resulting from your abuse, misuse, neglect, or improper installation or maintenance.

Limited 90 Day Repair Work Warranty: Except for reconditioned major components and complete machine rebuilds, which are covered under separate limited warranties, we warrant repair work to be free from defects in material and workmanship for a period of 90 days from

parts and labor. We warrant that the repair work which in our sole judgment is found to be defective in material or workmanship within the 90-day warranty period. Any work redone under the terms of this warranty is warranted only for the remainder of the warranty period. If you specifically request repair work that is contrary to our recommended practice, this warranty shall be inoperative as to such work. A copy of the appropriate limited warranty for reconditioned major components or complete machine rebuilds will be provided to you upon request. We shall not be responsible for any failures resulting from your abuse, misuse, neglect, or improper maintenance.

Disclaimer of Warranties: The foregoing limited warranties are exclusive and in lieu of all other warranties, oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Manufacturers' warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Quinn is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Quinn makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied.

Voiding of Warranties: Customer is responsible for operating and maintaining equipment as specified by the manufacturer(s). Repair work warranty and manufacturers' warranties may be voided if equipment is altered in any manner before or after repair, or if the equipment is not operated or maintained in accordance with manufacturers' specifications.

9. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by Service Repair Estimate shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Service Repair Estimate shall be in the courts located in the County of Los Angeles, California.

EXHIBIT B

PAYMENT ARRANGEMENTS Compensation Upon Completion

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, currently estimated at **\$871,022.43**.
- B. CONTRACTOR estimates, at the time of this quote, there may be up to a 10% increase in total contract amount stated in Exhibit A due to conditions encountered after services commence that were otherwise unknown at the time quote was generated. A 10% contingency (\$87,102.24) is available upon authorization by Public Works Director or designee. Both COUNTY and CONTRACTOR understand that certain conditions or contingencies may only be discovered once work has started and further examination of equipment by CONTRACTOR is feasible. If CONTRACTOR discovers additional work that would exceed the original contract amount and/or contingency estimate of 10%, CONTRACTOR will notify COUNTY before completing the additional work.
- C. Due to potential increases in price of parts and labor, the quoted contract amount stated in Exhibit A is valid until September 1, 2025. If the COUNTY has not approved the contract by stated date, CONTRACTOR will need to update the quote to reflect periodic parts and labor increases.
- D. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by COUNTY.
- E. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- F. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents, and volunteers from and against any and all third-party claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors, or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim, except to the extent such claim is caused by the gross negligence or willful misconduct of COUNTY.

COUNTY agrees to indemnify, defend, and hold harmless CONTRACTOR and its affiliates, officers, directors, employees, and agents from and against any third-party claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from COUNTY's gross negligence, willful misconduct, or breach of its obligations under this Agreement. Notwithstanding anything to the contrary, in no event shall either party be liable to the other for any special, liquidated, compensatory, incidental, indirect, punitive, or consequential damages, including but not limited to lost profits, loss of goodwill, or business interruption.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance Coverage**
shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** - COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage** - For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers, except to the extent such claim is caused by the gross negligence or willful misconduct of the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it, except as otherwise stated in this clause.
3. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** - CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance, except to the extent such loss is caused by the gross negligence or willful misconduct of the COUNTY. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** - Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** - Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage**-CONTRACTOR shall furnish the COUNTY with proof of

insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** - In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** - CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.