

ATTACHMENT 1: 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 Rincon Consultants, Inc. with an address at 209 East Victoria Avenue, Santa Barbara CA 93101 (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

Mark Friedlander at phone number (805) 568-3532 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Richard Daulton at phone number (805) 547-0900 ext. 128 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: Mark Friedlander
 County of Santa Barbara
 Planning and Development
 123 East Anapamu Street
 Santa Barbara, CA 93101

To CONTRACTOR: Richard Daulton
 Rincon Consultants, Inc.
 209 East Victoria Avenue
 Santa Barbara, CA 93101

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 May 22, 2019 and end performance upon completion, but no later than June 30, 2020 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 nonappropriation 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 Nonappropriation 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.

33. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with subcontractors identified in Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights.

34. HANDLING OF PROPRIETARY INFORMATION

CONTRACTOR understands and agrees that certain materials which may be provided by COUNTY may be classified and conspicuously labeled as proprietary confidential information. That material is to be subject to the following special provisions:

- A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of CONTRACTOR working on the project who have a need to use the material.
- B. Upon conclusion of CONTRACTOR'S work, CONTRACTOR shall return all copies of the material direct to party providing such material. CONTRACTOR shall contact COUNTY to obtain the name of the specific party authorized to receive the material.

35. IMMATERIAL CHANGES

CONTRACTOR and COUNTY agree that immaterial changes to the Statement of Work (time frame and mutually agreeable Statement of Work changes which will not result in a change to the total contract amount) may be authorized by Planning and Development Director, or designee in writing, and will not constitute an amendment to the Agreement.

36. NEWS RELEASES/INTERVIEWS

CONTRACTOR agrees for itself, its agents, employees and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the COUNTY Project Coordinator. CONTRACTOR further agrees that all media requests for communication will be referred to COUNTY'S responsible personnel.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Rincon Consultants, Inc.**

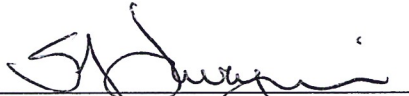
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors
Date: 5-14-19


RECOMMENDED FOR APPROVAL:

Planning and Development

By: 
Department Head
Lisa Plowman
Director of Planning &
Development

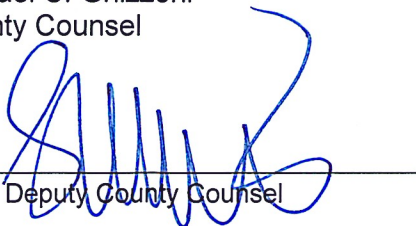
CONTRACTOR:

Rincon Consultants, Inc.

By: 
Authorized Representative
Name: Joseph P. Power
Title: Vice President


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

The following tasks and subtasks have been identified by CONTRACTOR to support completion of the project:

Task 1: Project Kick-off Meeting

Subtask 1.1. Attend Kick-off Meeting

CONTRACTOR will schedule a project kickoff meeting with COUNTY staff to occur within five working days of authorization to commence work. Prior to the meeting, the CONTRACTOR will prepare and distribute a meeting agenda. The meeting will be attended by the CONTRACTOR's Principal in Charge and Project Manager and Engineering Task Lead. The meeting will serve as a forum to review and confirm project objectives, establish communication and review protocols, and finalize the project schedule. CONTRACTOR will also use this opportunity to collect any relevant studies and information not already transmitted. After the meeting, the CONTRACTOR will prepare and distribute meeting minutes for review by COUNTY staff. The CONTRACTOR will revise the minutes based on comments from the COUNTY.

Subtask 1.2: Review of the Background Information

The CONTRACTOR will conduct an initial review of available background information and coordinate with COUNTY staff regarding any additional project description or technical information that will be needed to initiate the project traffic study, conceptual drawings, and environmental impact analysis.

Task 2: Site Visit and Interested Parties Meeting

The CONTRACTOR will facilitate a site visit and design meeting with COUNTY staff and interested parties. The purpose of the site visit and meeting is to discuss and understand existing constraints and traffic circulation issues, planned area development, current and future traffic demands, potential design configurations for the proposed frontage road and access improvements to U.S. 101, constraints and opportunities, and adjacent projects.

Task 3: Traffic Study

The CONTRACTOR will review the existing traffic data available from Caltrans and through prior work on the Union Valley Parkway improvement project. However, it is expected that new intersection turning movement volume data will be collected at the following locations:

- Santa Maria Way/College Drive/Bradley Road
- Santa Maria Way/US-101 southbound ramps
- Santa Maria Way/US-101 northbound ramps (includes intersection at Morningside Drive 80' east of the ramps)
- Union Valley Parkway/US-101 southbound ramps
- Union Valley Parkway/US-101 northbound ramps
- Union Valley Parkway/Bradley Road

Turning movement volume data is expected to be collected for the weekday AM and PM peak periods. In addition, volume data will be collected for non-typical peak periods that may include Friday evening, Saturday midday, or Saturday evening peak period; this additional collection period will be coordinated with the COUNTY and is intended to match a peak period of the Elks Club during a large event such as the Santa Maria Elks Rodeo event, scheduled to occur May 30 through June 2, 2019.

Signalized intersections will be evaluated using the ICU methodology, and unsignalized intersections and the Morningside Drive segment will be evaluated based on the Highway Capacity Manual (HCM) methodology.

Traffic analyses will be conducted for each of the following scenarios:

- Existing
- Existing + Elks Event
- Existing + Project
- Existing + Elks Event + Project
- Cumulative Conditions
- Cumulative Conditions + Elks Event
- Cumulative Conditions + Project
- Cumulative Conditions + Elks Event + Project

Analyses will be conducted for each scenario for the AM weekday, PM weekday, and one additional peak period. The scenarios which include the project will be evaluated for the primary project alternative at UVP interchange and up to two secondary alternatives; although the project itself is not expected to generate new volume, the redistribution of traffic associated with the project may result in different potential impacts for each of the developed alternatives.

A traffic study report will be prepared to meet both the Caltrans and COUNTY traffic impact analysis guidelines. In addition to the results of the analyses, the traffic study will include analyses of the emergency access and evacuation routes in the project area. It is expected that the COUNTY will provide information about the existing routes, and the CONTRACTOR will provide analysis for the primary project alternative and up to two secondary alternatives.

The traffic study will also include recommended improvements to the study intersections and recommended mitigation measures (as needed) for each of the three alternatives. The CONTRACTOR will prepare a draft study for review by the COUNTY and Caltrans and will prepare a final study based on comments from both jurisdictions.

Task 4: Conceptual Drawings

Subtask 4.1: Develop Conceptual Design Alternatives

The CONTRACTOR will develop Conceptual Design Drawings for the primary project alternative and up to two secondary alternatives for the proposed connection of the frontage road Morningside Drive to US-101.

Base mapping will be developed for the site using available aerial imagery and lidar data. Approximate right-of-way boundary will be imported from available sources and reflected on the base mapping. No field surveys or aerial mapping is proposed for this project.

The CONTRACTOR will facilitate a design workshop with key members of the planning and design team, including the COUNTY, the CONTRACTOR and other stakeholders, to discuss the proposed frontage road and access improvements to US-101 including:

- Proposed development
- Traffic demands
- Configurations
- Constraints/opportunities
- Adjacent projects

The goal of the workshop will be to define up to two potentially feasible alternatives to move forward into conceptual engineering design.

The alternatives will be based on the results of the traffic analysis and the input received at the Project Design Workshop. The drawings for the primary alternative will identify rough horizontal alignments and vertical profile and establish an approximate footprint of the project. Conceptual horizontal geometric drawings will also be developed for up to two secondary alternatives. Drawings will be in the form of strip maps. One conceptual

design layout will be provided for each alternative. The CONTRACTOR will develop conceptual “ball park” estimates for the primary alternative and up to two secondary alternatives.

Subtask 4.2: Preliminary Engineering Report

The CONTRACTOR will prepare a Preliminary Engineering Report that will summarize the engineering work completed, including:

- The traffic analysis
- Constraints and opportunities identified
- Alternatives considered
- Summary of pros and cons of each alternative
- Cost estimates and anticipated schedule
- Identification of next steps

The goal of the report will be to provide the required input for incorporation into the EIR

Task 5: Topographical Surveys

No additional topographical surveys are necessary to prepare the conceptual drawings or CEQA compliance

Task 6: Notice of Preparation of EIR/Environmental Scoping Document

The CONTRACTOR will prepare a Notice of Preparation (NOP) of a Draft EIR in compliance with the requirements of CEQA Guidelines Section 15082. The CONTRACTOR will also prepare an environmental scoping document using the COUNTY’s preferred format and CEQA guidelines, as an Initial Study following the 2019 CEQA Guidelines Appendix G environmental checklist (effective as on December 28, 2018). The CONTRACTOR will incorporate information from relevant and available technical studies to assist in discussing environmental issues. The scoping document will include discussions regarding which environmental topics will be analyzed in detail in the EIR and discussions of why the project would not result in potentially significant impacts to other environmental issue areas and thus do not require further evaluation in the EIR.

The CONTRACTOR will submit electronic versions of the NOP and scoping document for the COUNTY’S review. The CONTRACTOR will revise the documents based on two rounds of COUNTY review and provide three hardcopies of the finalized NOP and scoping document to the County. We assume that the COUNTY will be responsible for circulating the NOP and scoping document to applicable agencies and interested groups or individuals, as well as filing the NOP with the State Clearinghouse. In addition, we assume that the COUNTY will facilitate the publishing of a notice in a local newspaper.

Task 7: EIR Scoping Meeting

The CONTRACTOR will prepare for and attend an EIR scoping meeting during the scoping period. The CONTRACTOR will make a brief presentation on the project and environmental review process and will take notes regarding public comments received at the scoping meeting. The CONTRACTOR will also prepare a summary of comments received at the meeting.

Task 8: Environmental Impact Report

In preparation for the EIR, the CONTRACTOR will conduct the following special studies. An administrative draft of study will be provided to the COUNTY digitally for review. Following COUNTY review, the CONTRACTOR will address comments and prepare a final version of each study, which will ultimately be appended to the EIR. The technical analysis and conclusions of each study will be incorporated into the EIR impact analysis.

Subtask 8.1: Air Quality Analysis

The air quality analysis will evaluate temporary emissions generated during construction of the proposed new local road connection between the Union Valley Parkway/U.S. 101 interchange and the adjoining frontage road on the east side of U.S. 101. The analysis will include a discussion of potential health hazards that could result

from elevated concentrations of emissions at residential units located west of U.S. 101 and north of Union Valley Parkway. Because the project does not include any changes to land use or zoning and would not affect any other aspect of the Orcutt Community Plan, no other changes to long-term/operational air pollutant emissions are anticipated. However, the analysis will summarize the findings of the traffic analysis regarding vehicle trips, and qualitatively discuss the manner in which projects that provide new transportation connections typically lead to shorter trip distances and reduced congestion, resulting in reduced long-term emissions of criteria air pollutants associated with mobile/transportation activity.

Subtask 8.2: Biological Resources Analysis

The biological resources analysis will be conducted as a desktop analysis and will include a review of the existing baseline data (e.g., aerial photograph, topographic quadrangle, soil survey) for the study area. The CONTRACTOR will review and evaluate background information regarding biological resources in the vicinity of the study area, including primary literature, the CONTRACTOR's project files, resource agency guidelines, and other technical reports. The CONTRACTOR will review an online species list from the U.S. Fish and Wildlife Service (USFWS) identifying federally listed, proposed, or candidate species that may potentially occur, or be affected by projects, in the vicinity of the study area. The CONTRACTOR will also review the California Department of Fish and Wildlife California Natural Diversity Database for reported occurrences of special status species within the United States Geological Survey (USGS) 7.5-minute topographic quadrangle where the study area is located plus the surrounding eight quadrangles.

This same search area will be applied to a search of the California Native Plant Society Inventory of Rare and Endangered Plants of California for reported occurrences of special status plant species. The CONTRACTOR will review the USFWS National Wetlands Inventory and USGS National Hydrography Dataset as well as other resources to gather information on drainages and wetlands or areas otherwise considered sensitive in the study area and vicinity.

After the background review of biological resources known or with potential to occur within the study area that is the topic of this EIR amendment, the CONTRACTOR will programmatically identify both short and long-term direct, indirect and cumulative impacts of anticipated development. If potentially significant impacts are identified, that are not already addressed in the existing plan, additional avoidance, minimization, and/or mitigation measures for biological resources may be developed.

Subtask 8.3: Cultural Resources Analysis

The CONTRACTOR will complete a records search of the California Historical Resources Information System (CHRIS) at the Central Coast Information Center at University of California, Santa Barbara. The primary purpose of the records search is to identify previously recorded cultural resources known to exist within or near the project area. In addition to the cultural resources inventory records and reports, an examination will be made of historic maps, the National Register of Historic Places, California Register of Historical Resources, the California Historical Resources Inventory, and the listing of California Historical Landmarks. The CONTRACTOR will include the project boundary and a 0.25 mile buffer and assumes the records search will be completed within a maximum direct expense of \$750. Using this information and other readily available data from the COUNTY, potential impacts to cultural resources will be identified and mitigation measures will be developed to avoid or reduce project impacts to the greatest extent feasible.

This scope of work assumes that the COUNTY will complete the Native American government-to-government consultation in accordance with Assembly Bill (AB) 52. Therefore, this scope of work does not include any further Native American consultation effort. The technical study and EIR will evaluate impacts to tribal cultural resources by the proposed project based on the results of the County's consultation with local Native Americans.

Subtask 8.4: Energy

The energy analysis will follow the guidelines established in the recently-updated CEQA Guidelines, including the specific guidelines for energy analysis in Appendix F. The analysis will evaluate whether the project would result in wasteful or inefficient consumption of energy, including energy associated with short-term project construction as well as long-term operation. The analysis will qualitatively discuss the manner in which projects that provide new transportation connections typically lead to shorter trip distances and reduced congestion, resulting in reduced consumption of energy associated with mobile/transportation activity (i.e., reduced fuel use).

Subtask 8.5: GHG Emissions Analysis

The EIR will include an inventory of temporary greenhouse gas emissions that would be generated during construction of the proposed new local road connection between the UVP/U.S. 101 interchange and the adjoining frontage road on the east side of U.S. 101. Because the project does not include any changes to land use or zoning and would not affect any other aspect of the Orcutt Community Plan, no other changes to long-term greenhouse gas emissions are anticipated. However, the analysis will summarize the findings of the traffic analysis regarding vehicle trips, and qualitatively discuss the manner in which projects that provide new transportation connections typically lead to shorter trip distances and reduced congestion, resulting in reduced long-term greenhouse gas emissions associated with mobile/transportation activity. The EIR will estimate the project's total annual GHG emissions and evaluate the project's consistency with applicable GHG reduction plans, including the Santa Barbara County Energy and Climate Action Plan and the Santa Barbara County Association of Governments' Regional Transportation Plan and Sustainable Communities Strategy.

Subtask 8.6: Land Use/Agriculture Resources/Growth Inducement

This study will include three separate, but related discussions: (1) consistency with applicable land use plans and policies, including the Orcutt Community Plan; (2) project effects on agricultural resources; (3) an evaluation of the potential for the project to induce growth.

The CONTRACTOR will work with the COUNTY to identify relevant OCP policies and other relevant plan policies. An evaluation of project consistency with identified policies will be provided, using information and analysis generated for the conceptual drawings and other sections of the environmental document.

The agricultural resources analysis will analyze the potential for long-term conversion of agricultural land in Orcutt and the Santa Maria Valley and potential conflicts with agricultural uses. Existing agricultural uses, land use, and Williamson Act contracted lands, and prime soils areas in the project area will be identified. The study will evaluate the project's potential impacts to agricultural resources in compliance with the COUNTY's *Environmental Thresholds and Guidelines Manual* Agricultural Resources section, including loss of prime agricultural soils, and compatibility with adjacent properties. The analysis will focus on the potential for agricultural impacts that may occur as a result of the project, and what, if any, mitigation measures may be required to reduce impacts to agricultural resources associated with the project.

The EIR will include an analysis of the project's potential to foster population and economic growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment, as well as the potential for implementation to remove obstacles to growth. Existing recent growth trends in the Orcutt area and City of Santa Maria, including population growth and commute pattern trends, will be summarized based on U.S. Census Bureau information. Land use patterns in the project vicinity, including vacant and underutilized lands, zoning and land use designations, and environmental constraints, will be described. Recent land use changes will be summarized.

New road connection projects can induce growth by removing existing constraints to growth (such as, eliminating congestion) or by directly promoting growth (for example, providing access to previously inaccessible commercial or residential development sites). In assessing the potential growth inducement of a proposed project, the

analysis will clearly identify the potential for growth to be induced by the project beyond that already anticipated and planned for by local community planners.

The UVP/U.S. 101 Interchange/Extension EIR/EA identified growth potential east of the interchange corresponding to a Notice of Preparation issued for an EIR for development on the Bradley Ranch property but ultimately concluded that environmental constraints and the history of almost no urban development in that area substantially reduced, but did not eliminate, the potential for growth. The project was subsequently withdrawn, but much of the same evidence would continue to apply to the current project. Other potential growth could include further expansion of the Elks rodeo facility and/or development of the Jantz parcels located immediately adjacent to the eastern end of the proposed interchange. A key consideration in the evaluation of the growth inducing effects of the project is the extent to which growth could occur without the project, so as to isolate the specific incremental effect attributable to the project.

Subtask 8.7: Noise Analysis

The noise analysis in the EIR will evaluate temporary noise during construction of the project, as well as long-term changes in operational noise from changes in traffic patterns that would result from the project. The analysis will summarize the findings of the traffic analysis regarding vehicle trips and compare existing roadway noise levels in the project vicinity to anticipated future noise levels, using the Federal Highway Administration's Traffic Noise Model, the Department of Housing and Urban Development's Day/Night Noise Level Calculator, or other appropriate roadway noise modeling tool. Because the project does not include any changes to land use or zoning or affect any other aspect of the Orcutt Community Plan, no other changes to long-term noise are anticipated.

Task 9: Administrative Draft EIR

The EIR will be prepared in accordance with the CEQA Guidelines, which set the standards for adequacy of an EIR.

Subtask 9.1: EIR Outline

Within 10 days after the kickoff meeting, the CONTRACTOR will provide an outline of the EIR. The outline will be based on input received at the kickoff meeting, at the site visit and design meeting, and during the scoping period for the EIR. Rincon will provide the County our recommendation on the appropriate level of CEQA documentation at this time.

Subtask 9.2: Executive Summary

The EIR will contain a summary of the proposed project and associated environmental consequences. This information will be presented in tabular format to simplify review by decision-makers and the general public. In compliance with CEQA Guidelines Section 15123, this section will identify:

- Each potential environmental impact and the level of significance of each impact
- Mitigation measures required
- Residual impacts after mitigation

The summary will also note areas of known controversy and provide an overview of the alternatives reviewed and their associated impacts. Input from staff on this issue will also be sought and included. The summary will also identify the environmentally superior alternative and rationale for its selection.

Subtask 9.3: Project Description

This section will provide a detailed description of the proposed project. Textual, tabular, and graphic presentation will be included as necessary to facilitate a thorough understanding of proposed physical changes.

Subtask 9.4: Introduction and Environmental Setting

The introduction will include a summary of the environmental review process anticipated for the Ordinance approval process. In addition, lead, responsible, and trustee agencies will be identified and the scope, content, and purpose of the EIR will be described.

This section will also provide a description of the existing environmental conditions in the region. It will also describe the approach to and basis for the EIR cumulative analysis.

Subtask 9.5: Environmental Impact Analysis

The main body of the EIR will consist of the assessment of potential environmental impacts of the proposed project. For each issue area, the analysis will include an examination and an assessment of the potential for cumulative impacts associated with the proposed ordinance update, together with other anticipated development in the study area. The analysis will have four main subsections: (1) setting; (2) impact analysis; (3) mitigation measures; and (4) level of significance after mitigation.

The setting section will describe the applicable environmental conditions in the study area and will reference recent technical studies for the project site whenever possible.

The impact analysis section will include a statement of the significance thresholds according to the COUNTY's Environmental Thresholds and Guidelines Manual, the COUNTY's Guidelines for Implementation of CEQA and the recently updated CEQA Guidelines Appendix G. These will be used to determine whether an impact would have the potential to exceed a significance threshold. Impacts of the proposed project when compared to existing conditions in the study area will be identified, as will cumulative impacts resulting from implementation of the ordinance.

Mitigation measures will include COUNTY and other agency requirements and measures developed by the CONTRACTOR. Measures will be presented so that they can be directly applied as conditions of approval and will include monitoring requirements. Due to the conceptual nature of the project, mitigation measures will be necessarily programmatic. However, they will be designed in such a way to apply to further CEQA review for the future stages of the project. Conditions where the proposed mitigation measures would not reduce identified impacts to a less than significant level will be clearly identified.

The final section will describe the level of significance after mitigation. This will be a brief statement noting where any significant impacts would remain after mitigation measures are applied. This section will also note whether impacts related to each issue are significant and unmitigable (Class I), significant but mitigable (Class II), less than significant (Class III), or beneficial (Class IV). As appropriate, secondary impacts of mitigation measures will also be discussed.

Subtask 9.6: Policy Consistency Analysis

This analysis will be adapted from the Land Use and Agriculture technical study described in Subtask 8.7, above.

Subtask 9.7: Alternatives

A discussion of project alternatives, as developed through the traffic analysis and conceptual drawings, to meet the requirements of Section 15126.6 of the *CEQA Guidelines*, will be provided in the EIR. Up to four alternatives, including the CEQA-required no project alternative, will be analyzed. Evaluation of alternatives will provide decision-makers and the public adequate information to decide among alternatives. This section will also identify the "environmentally superior alternative." In compliance with *CEQA Guidelines* Section 15126.6(e)(2), if the No Project Alternative is determined to be environmentally superior, the EIR will identify the environmentally superior alternative among the remaining alternatives.

Subtask 9.8: Other CEQA Concerns

The evaluation of Growth Inducement will be adapted from the Land Use/Agricultural Resources/Growth Inducement Study completed in Subtask 8.6, above.

In addition, the irreversible environmental changes and commitment of resources will be discussed, pursuant to the requirements of *CEQA Guidelines* Section 15126.2 (c) and (d), Section 15127.

Subtask 9.9: Persons and Agencies Consulted

A listing of organizations and persons consulted in the development of the EIR will be provided in compliance with *CEQA Guidelines* Section 15126.2 (c) and (d), Section 15127.

Subtask 9.10: References and Preparers

This section will contain a list of referenced materials and a list of key CONTRACTOR team members and COUNTY staff involved in the EIR preparation.

The CONTRACTOR will submit three hardcopies of the Administrative Draft EIR to the COUNTY for review.

Task 10: Draft EIR

Following receipt of COUNTY comments on the Administrative Draft EIR, the CONTRACTOR will meet with COUNTY staff to discuss the comments. The CONTRACTOR will revise the Draft EIR based on up to two rounds of COUNTY comments and will submit the finalized Draft EIR in electronic form to the COUNTY for approval. The CONTRACTOR will produce five hardcopies of the Draft EIR. Rincon will also prepare the Notice of Availability (NOA) and Notice of Completion for the Draft EIR, if requested. It is assumed that the COUNTY will be responsible for the distribution of the appropriate documents to the State Clearinghouse, County Clerk, and responsible/concerned agencies, as well as responsible for publishing the NOA in a local newspaper and/or radius mailing.

Task 11: Environmental Comment Hearing

During the public comment period for the Draft EIR, the CONTRACTOR will lead a hearing to present the project and Draft EIR conclusions, answer questions regarding the accuracy and adequacy of the Draft EIR and accept public comments. The CONTRACTOR will document all public comments received at the hearing.

Task 12: Administrative Final EIR

Following the end of the public review period, the CONTRACTOR will meet with the COUNTY to discuss the approach for addressing the comments received. Rincon will prepare the administrative Final EIR, including responses to comments and the Mitigation Monitoring and Reporting Program (MMRP) for the project. For cost estimating purposes, we have budgeted 74 hours of professional staff time to complete the administrative Final EIR. The CONTRACTOR will submit electronic versions of the administrative Final EIR for County review.

Task 13: Final EIR

The CONTRACTOR will prepare the FEIR based on County comments on the AFEIR. The CONTRACTOR will publish the FEIR prior to decision-maker hearings on the project. The CONTRACTOR's Principal-in-Charge and/or Project Manager will attend up to two public hearings. This proposal assumes that this will consist of one hearing before the Planning Commission and one hearing before the Board of Supervisors. Attendance will include oral presentations to the hearing body and graphic presentations, if requested. These hearings can be scheduled and selected at the County's discretion. Attendance at additional hearings can be provided as an optional task at a cost of \$1,500 per hearing.

Task 14: Post Hearing Items

The CONTRACTOR will make any needed revisions to the EIR and related CEQA documents subsequent to EIR certification to reflect the Board of Supervisor's decision. Five hard copies of the Final EIR will be provided.

Task 15: Project Management and Meetings

The CONTRACTOR's project manager will participate in monthly conference call meetings to discuss the budget, schedule and progress of the project. The CONTRACTOR's Principal-in-Charge and/or Project Manager will attend up to three in-person project meetings in addition to the kickoff meeting with COUNTY staff, and the monthly conference call meetings noted above, throughout the course of the project. These meetings can be scheduled and selected at the COUNTY's discretion. The CONTRACTOR will attend additional meetings on a time-and-materials basis, in accordance with our schedule of fees. The CONTRACTOR's Principal-in-Charge and technical editing team will provide QA/QC of all documents. The CONTRACTOR's project manager will provide ongoing coordination with the COUNTY team throughout the process.

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EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation (Monthly)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$241,444 (base contract amount of \$220,844 and contingency amount of \$20,600)**. Release of contingency expenditures shall only be released through approval of the Director of Planning and Development.
- B. 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** and Attachment 2 (Rincon Technical Proposal) to the Board Agenda Letter and incorporated herein by reference to the extent consistent with **EXHIBIT A**, as determined by COUNTY.
- C. 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.
- D. 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 Professional Contracts)

INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with 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, his 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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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 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. 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.
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. 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.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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.