

Board Contract Summary

BC 16-018

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year	FY 15-16
D2.	Department Name	Flood Control
D3.	Contact Person	Rick Tomasini
D4.	Telephone	681-5636

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Time and material contract for maintenance of flood control facilities
K3.	Department Project Number	
K4.	Original Contract Amount	\$ 350,000
K5.	Contract Begin Date	7/1/15
K6.	Original Contract End Date	6/30/16
K7.	Amendment? (Yes or No)	No
K8.	- New Contract End Date	
K9.	- Total Number of Amendments	
K10.	- This Amendment Amount	\$
K11.	- Total Previous Amendment Amounts	\$
K12.	- Revised Total Contract Amount	\$

B1.	Intended Board Agenda Date	June 16, 2015
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	added Section 33, Exhibit B (E) per CC

F1.	Fund Number	2560
F2.	Department Number	054
F3.	Line Item Account Number	7701
F4.	Project Number (if applicable)	
F5.	Program Number (if applicable)	3002
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	net 30

V1.	Auditor-Controller Vendor Number	666788
V2.	Payee/Contractor Name	Papich Contracting Company, Inc.
V3.	Mailing Address	P.O. Box 2210
V4.	City State (two-letter) Zip (include +4 if known)	Pismo Beach, CA 93448
V5.	Telephone Number	805-473-3016
V6.	Vendor Contact Person	Shane Alexander
V7.	Workers Comp Insurance Expiration Date	3/1/16
V8.	Liability Insurance Expiration Date	3/1/16
V9.	Professional License Number	
V10.	Verified by (print name of county staff)	<i>[Signature]</i>

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 5-12-15 Authorized Signature: *[Signature]*

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the Santa Barbara County Flood Control & Water Conservation District, a political subdivision of the State of California (hereafter COUNTY) and Papich Construction Company, Inc. with an address at 800 Farroll Avenue, Grover Beach, CA 93443 (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

Ricky Tomasini at phone number (805) 681-5636 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jason Papich at phone number (805) 481-5966 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:	Mr. Thomas D. Fayram, Santa Barbara County Flood Control and Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101
To CONTRACTOR:	Mr. Jason Papich, Papich Construction Company, Inc., P.O. Box 2210, Pismo Beach, CA 93448

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 1, 2015 and end performance upon completion, but no later than June 30, 2016 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. 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. REGISTRATION

COUNTY hereby notifies CONTRACTOR that no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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Agreement for Services of Independent Contractor between the Santa Barbara County Flood Control & Water Conservation District and Papich Construction Company, 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
Ex Officio Clerk of the Board of
Directors of the Santa Barbara
County Flood Control and Water
Conservation District

**SANTA BARBARA COUNTY FLOOD
CONTROL & WATER CONSERVATION
DISTRICT:**

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors

Date: _____


RECOMMENDED FOR APPROVAL:

Santa Barbara County Flood Control
& Water Conservation District

CONTRACTOR:

Papich Construction Company, Inc.

By: 
Scott McGolpin
Public Works Director

By: 
Authorized Representative

Name: Jason Papich
Title: President

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

The work provided by this agreement will be consistent with Public Contract Code 21271 and will consist of tasks needed for the protection and/or maintenance of channels, stormdrains, dams, or other flood control works. This work may be part of the Flood Control District's routine maintenance program or consist of emergency response or prevention work

This work will be performed on an as needed basis and at the direction of the Flood Control District. Work will be billed in a time and material manner.

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EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 350,000.
- 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** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- 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 DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** 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.
- E. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Santa Barbara County Water Agency, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>.

Attachment B1

Papich Construction Co., Inc.

P.O. Box 2210
 Pismo Beach, CA 93448
 Office (805) 473-3016
 Fax (805) 481-5966
 Contr. Lic. 767055

EQUIPMENT RATE SHEET- OPERATED AND MAINTAINED

UPDATED 3/24/15

<u>Equip. No.</u>	<u>Equipment</u>	<u>Description</u>	<u>Hourly Rate</u>
<u>BACKHOES</u>			
220/232/242/259	John Deere 310SG Backhoe	4 wheel drive, 4 in 1 bucket, extendahoe	130.00 per hour
406/456	John Deere 310SJ Backhoe		130.00 per hour
BH2008	Caterpillar 420D Backhoe		130.00 per hour
		-Additional breaker and compactor plate.	Additional 60.00 per hour
		-Compaction wheel for backhoe.	Additional 15.00 per hour
11 Available	John Deere 210LE Skip & Drag	4-wheel drive, 4 in 1 bucket gannon box	130.00 per hour
432	John Deere 210K Skip & Drag		130.00 per hour
LD4014	John Deere 210LJ Skip & Drag		130.00 per hour
465/470	Caterpillar 226 Skid Steer		130.00 per hour
359/LD6009	Caterpillar 246B Skid Steer Loader		130.00 per hour
287/300	Caterpillar 257B Multi Terrain Loader	Additional Fork Attachments	130.00 per hour
466	Caterpillar 259 Skid Steer		
323	Caterpillar 262C Bobcat		130.00 per hour
		PC206 Cold Planer Attachment	
420	Caterpillar 287B Compact Track Loader		140.00 per hour
<u>EXCAVATORS</u>			
467	Yanmar Mini Excavator		150.00 per hour
222/395	John Deere 200 LC Excavator w/ Breaker	Compaction wheel optional- 2 yard bucket	150.00 per hour
430	John Deere 225D Excavator		155.00 per hour
228	Caterpillar 320CL Excavator	2 yard bucket	150.00 per hour
462	Caterpillar 321CLCR Excavator	W/Thumb	155.00 per hour
199/247	John Deere 330CLC	3 yard bucket	180.00 per hour
425/460	Caterpillar 330DL Excavator		190.00 per hour
383/442	345BL Series II Excavator		175.00 per hour
EX2014	345DLVG Excavator		190.00 per hour
EX2015	350DLC Excavator		180.00 per hour
EX2012	Hitachi EX1100 Excavator		285.00 per hour
EX2013	Caterpillar 336EL Excavator		190.00 per hour
521 / 547	Compaction wheel for excavators		Additional 20.00 per hour
495	Caterpillar M318C Wheel Excavator		185.00 per hour
496/EX4005	John Deere 35D Mini Excavator		185.00 per hour
<u>BULLDOZERS</u>			
291	Caterpillar D4GXL Bulldozer		170.00 per hour
214	Caterpillar D5G Bulldozer	6 way blade w/ multishank rippers	170.00 per hour
215	Caterpillar D6N Bulldozer	6 way blade w/ multishank rippers	170.00 per hour
280/350	Caterpillar D6N XL Bulldozer	6 way blade w/ multishank rippers	170.00 per hour
246	Caterpillar D6NLGP Bulldozer	6 way blade, low ground pressure	170.00 per hour
405	John Deere 750J Dozer		170.00 per hour
DZ2013	John Deere 850K		175.00 per hour
154	Caterpillar D8N Bulldozer	Semi U-Blade with Multishank rippers	190.00 per hour
417	Caterpillar D8R Dozer	W/Slope Board	200.00 per hour
DZ2015	Caterpillar D8T Dozer		200.00 per hour
DZ2012	Caterpillar D9R Bulldozer		200.00 per hour
DZ2014	Caterpillar D9N Bulldozer	U-Blade with Single Ripper	200.00 per hour
368	Caterpillar D10R Bulldozer (Tier I)	Semi U-Blade with Multishank ripper	275.00 per hour
446	Caterpillar D10N Bulldozer	Semi U-Blade with Multishank ripper	275.00 per hour
<u>WHEEL LOADERS</u>			
256	Caterpillar 924G Wheel Loader	with 3.5 yard bucket	145.00 per hour
179/398	Caterpillar 930H Wheel Loader	3 yard bucket	145.00 per hour
301	John Deere 544H Wheel Loader	with 2.5 yard bucket	145.00 per hour
213	Caterpillar 950H Wheel Loader	with 3.5 yard bucket	150.00 per hour

346	Caterpillar 962H Wheel Loader		150.00 per hour
439	Caterpillar 966K Loader		200.00 per hour
472	Caterpillar 972K Wheel Loader	6.5 yard bucket	200.00 per hour
484	Caterpillar 980F Wheel Loader		200.00 per hour
230	Caterpillar 980H Wheel Loader	7.5 yard bucket	200.00 per hour
403	Caterpillar 988B Loader		245.00 per hour
411/434	Caterpillar 988F Loader		245.00 per hour
473	Caterpillar 988G Loader		245.00 per hour

MOTOR SCRAPERS

SC2012	Caterpillar 613C Scraper	11 yd. Capacity- self loading	150.00 per hour
182	Caterpillar 615CII Scraper	17yd. Capacity- self loading	160.00 per hour
111/286	Caterpillar 623B Scraper	20 yd. capacity – self loading	190.00 per hour
333	Caterpillar 623B Scraper (Tier III)	20 yd. capacity – self loading	190.00 per hour
238/312	Caterpillar 623E Scraper	20 yd. capacity – self loading	190.00 per hour
334/407/426/SC2013	Caterpillar 623E Scraper (Tier III/III)	20 yd. capacity – self loading	190.00 per hour
401/404	Caterpillar 623G Scraper (Tier II)	20 yd. capacity – self loading	190.00 per hour
377	Caterpillar 631D Scraper	30 yd. Capacity	200.00 per hour
2 Available	Caterpillar 637E Scraper	Twin Engine, Push Pull Arrangement	255.00 per hour
10 Available	Caterpillar 651B Scraper (Tier III)	44 yd. capacity- Open Bowl	280.00 per hour
327/328/445	Caterpillar 651B Scraper (Tier II)	44 yd. capacity- Open Bowl	280.00 per hour
6 Available	Caterpillar 651E Scraper (Tier 0)	44 yd. capacity- Open Bowl	280.00 per hour
317/318	Caterpillar 657B Scraper (Tier III)	44 yd. capacity- Push Pull Arrangement	305.00 per hour
4 Available	Caterpillar 657B Scraper	44 yd. capacity- Push Pull Arrangement	305.00 per hour
444	Caterpillar 657B Scraper (Tier II)	44 yd. capacity- Push Pull Arrangement	305.00 per hour
365/366/367	Caterpillar 657E Scraper (Tier I)	44 yd. capacity- EROPS, Push Pull	325.00 per hour
381/382	Caterpillar 657E Scraper (Tier 0)	44 yd. capacity- EROPS, Push Pull	325.00 per hour
481/482/493	Caterpillar 657E Scraper (Tier II)	44 yd. capacity- EROPS, Push Pull	325.00 per hour
SC6035/SC6036	Caterpillar 657E Scraper (Tier III)	44 yd. capacity- EROPS, Push Pull	325.00 per hour

MOTOR GRADERS

272/304/MG2012	Caterpillar 140H Motorgrader	With laser controls	140.00 per hour
400/413/433/MG2011	John Deere 672G Motorgrader		145.00 per hour
402	Caterpillar 140M Motorgrader		150.00 per hour
468	Caterpillar 140M2 Motorgrader		150.00 per hour

COMPACTORS AND ROLLERS

281	Dynapac 3-5 ton	Vibratory, smooth drum.	130.00 per hour
CP6014	Caterpillar CB214C Compactor	Smooth double drum	130.00 per hour
190	Caterpillar CB224D Tandem Roller	Vibratory, smooth drum	130.00 per hour
372	Caterpillar CB634C Compactor	Vibratory,Smooth Drum	150.00 per hour
195	Caterpillar CP563-E Compactor	84"Sheepsfoot Compactor w/leveling blade	140.00 per hour
308	Caterpillar 815F Wheel Compactor		170.00 per hour
279	Caterpillar 824C Wheel Dozer	Rubber Tire Compactor w/Leveling Blade	170.00 per hour
231	Caterpillar CB534 Compactor	Smooth Drum Roller	135.00 per hour
325	Caterpillar CB634D Compactor	Vibratory,Smooth Drum	150.00 per hour
189	CaterpillarCP323C Compactor	Vibratory, Padfoot Compactor	130.00 per hour
257	Caterpillar PS-200B Compactor	Pneumatic Compactor	130.00 per hour
266	Caterpillar CS-563E Compactor		140.00 per hour
276	Caterpillar CB-434D Compactor	Smooth Drum Roller	130.00 per hour
316	Caterpillar CB34 Roller (4-6 Ton)		130.00 per hour
296	Wacker RT82 Trench Compactor		130.00 per hour
331	Caterpillar 834B Wheel Dozer		215.00 per hour
361	Caterpillar PS-360C Compactor		185.00 per hour
363	Sakai SW900 Vibratory Compactor	Double Drum Asphalt	150.00 per hour
384	Caterpillar 825C Compactor		180.00 per hour
389	Ingersol-Rand Vibratory Compactor	W/Padfoot	140.00 per hour
397	Caterpillar CB64 Ashpalt Roller		150.00 per hour
415/416, 491/492	Sakai SW850-11, VSW900 Compactor		150.00 per hour
424	Caterpillar 824G Wheel Dozer		170.00 per hour
443	Caterpillar 834G Rubber Tire Loader (Tier II)		215.00 per hour
458	Bomag Single Drum Vibratory		190.00 per hour
CP8003	Sakai gw750-II Roller		185.00 per hour
CP2003	Caterpillar CS563D Compactor		150.00 per hour
CP2004	Caterpillar CS56		175.00 per hour
CP9004	Caterpillar 825H Compactor		205.00 per hour

AG TRACTORS AND IMPLEMENTS

282	Case STX Tractor		180.00 per hour
221	LS16 Scraper		40.00 per hour
332	Challenger MT295B Farm Tractor	w/Loader	130.00 per hour
463	Challenger MT665B Farm Tractor		180.00 per hour
441	Challenger MT955B Farm Tractor		180.00 per hour
428	IMC 16ES Scraper		50.00 per hour
429	Namco 16' Laser Scraper		50.00 per hour
431	Krause 2426 Wheel Disc		50.00 per hour
800	Howard Roto Tiller		100.00 per hour + tractor

Trenchers

TR4001	Vermeer T655 III		\$4,500.00 per shift operated and maint
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UTILITY VEHICLES

3 Available	Honda TRX350 ATV		105.00 per hour
P-88	Honda TRX250 ATV		105.00 per hour
P-100	Polaris Ranger 700XP		105.00 per hour
P-106/P-107	Polaris Ranger ATV		105.00 per hour
P-57	Yamaha Rhino 660 ATV		105.00 per hour
5 Available	Kawasaki Mule 4010 ATV		105.00 per hour

WATER TRUCKS

T-430, T50015	Ford F750 Water Truck	2000 gallon w/hose reel (2 axle)	105.00 per hour
T-780/T-1080	Freightliner Water Truck	2000 gallon	105.00 per hour
T-1120/T-940	Freightliner Water Truck	4000 gallon	105.00 per hour
T-980	Freightliner Water Truck	4000 gallon	105.00 per hour
T-1210	Sterling Water Truck	4000 gallon	105.00 per hour
T50016	GMC C7500 Water Truck	2000 gallon	105.00 per hour
T50017	Ford L8000 Water Truck	2000 gallon	105.00 per hour

WATER TOWERS AND STORAGE

345	Klein Water Tower	12,000 gallon	3500.00 per month
471	Mega Water Tower	10,000 gallon	3500.00 per month
344/355/448/TT7008	Mega Water Tower	12,000 gallon	3500.00 per month
409	Interpipe Water Tower	10,000 gallon	3500.00 per month

WATER WAGONS

263	Caterpillar 623B Water Wagon	8000 gallon	190.00 per hour
408	Caterpillar 631D Water Wagon	10000 gallon	220.00 per hour
262	Caterpillar 637D Water Wagon	8000 gallon	220.00 per hour
447	Terex 40 Water Truck	8,000 Gallon	220.00 per hour

OFF ROAD TRUCKS

393/HT2002 Caterpillar 769C Haul Truck 205.00 per hour

PAVING EQUIPMENT

307/330 Caterpillar AP 1055D Paver 3000.00 per day
 353 Cedarapids CR-MS-2 Windrow Elevator 1000.00 per day
 269/313 Cedarapids MS2 Pick Up Machine 1000.00 per day
 461 Weiler Windrow Elevator 1000.00 per day
 284 PC25 Road Profilograph 3000.00 per day
 297/PT8010/PT8011 LeeBoy Tack L250T Tack Machine 300.00 per day
 T-510 Peterbilt 335 Oil Truck Spreader 180.00 per hour
 T1240 Ford F750 Oil Spreader 180.00 per hour
 358 Caterpillar PM-201 Cold Planer 3500.00 per day
 486 Roadtec RX60C Cold Planer with 7' & 12.5 head Call for Pricing
 437/PV2005 Caterpillar 1055E Paver 3000.00 per shift
 499 Roadtec Soil Stabilizer 3200.00 per shift
 PV4005 Roadtec SB2500B Shuttle Buggy 3000.00 per shift + 1.00 per ton
 PV8002 Midland SPD-8 Road Widener 150.00 per hour

ON ROAD TRUCKING

Peterbilt Transfer 20-yard capacity--misc. aggregate hauling 110.00 per hour
 T-370 Murray Jeep Trailer 7 axle 140.00 per hour
 T-380 Murray Loadmaster Trailer 60 ton expando 115.00 per hour
 T-580 Landoll Lowbed Trailer 130.00 her hour
 T-590 Freuhauf Hiboy Flatbed Trailer 115.00 per hour w/truck
 T-600 Freighliner 16ft Stake Bed Truck w/Lift 105.00 per hour
 T-550 Freightliner FL70 Dump Truck 5 yards 105.00 per hour
 T-1170 Kenworth T800B Dump Truck 105.00 per hour
 T-640 Freightliner Bobtail 105.00 per hour
 T-630 Western 30FT Frameless End Dump Trailer 105.00 per hour
 T-960 Murray 50 Ton Lowboy Trailer
 T-1190 Fruehauf 48X102 Reefer Trailer 105.00 per hour
 TT2010 Murray Trailer 135.00 per hour w/truck
 TT5005,TT5006, TT5007 Fontaine 13N Flatbed Trailer 115.00 per hour w/truck

VACUUM EQUIPMENT

141 Vac Tron 800 Gal. 140.00 per hour w/truck & oper
649 Soff-Vac 1000 DSI Vacuum System 65.00 per hour

SWEEPERS

275/399 Laymor 8' Road Broom 145.00 per hour
 421 Ford Johnson Street Sweeper 145.00 per hour
 498 Freightliner Elgin Broombear 145.00 per hour
 T90009 Freightliner Elgin Crosswind 145.00 per hour

TRAFFIC CONTROL

8 Available American Signal Message Board 400.00 per day
 3 available Coleman Towable Light Tower 400.00 per day
 Arrowboard Soar Powered 300.00 per day
 Arrowboard Diesel Powered 300.00 per day
 Arrowboard Gas Powered 300.00 per day
 662 Allmand Trailer Mounted Solar Message Board 300.00 per day
 650-651 Multiquip LT12 Portable Light Tower 300.00 per day
 15 Available Allmand Night-Light Pro Light Tower 300.00 per day
 2 Available Magnum Light Tower 300.00 per day
 672 Portable Arrowboard 300.00 per day
 4 available Genie Light Tower 300.00 per day
 7 Available Wanco Portable Traffic Control Boards 400.00 per day
 756/757/817 Vermac PCMS 320 Message Boards 400.00 per day
 23 Available Message Board
 T-1220 Traffic Control Truck 125.00 per hour
 7 Available Light Towers 100.00 per day
 T-1230 Attenuator truck 125.00 per hour

MISC EQUIPMENT

299 Vermeer BC1000 Chipper 1000.00 per day

640	Air Compressor	175 cfm – with jackhammers	55.00 per hour / 250.00 day mini
536	Ingersoll-Rand Portable Air Compressor	185 cfm	255.00 per day
	Trans Mate Hot Tap Machine		1500.00 per tap
	Vibraplate	24" wide.	130.00 per day
	Wacker	Hand held trench compactor.	130.00 per day
	Laser and attachments		105.00 per day
	GPS survey equipment	requires model preparation at add cost	800.00 per day
641	Swenson PC350 8FT Sand Spreader		55.00 per hour + truck
329	Genie S60 4X4 Boom Lift		140.00 per hour
T-650	McClintock 500 Gallon Water Tank Trailer		105.00 per hour
646/657/658/659/660	Goodfellow Portable Stackable Conveyor	24x60	75.00 per hour
802/803	Rock Tech Conveyors	30"x50'	Call for Pricing
354	Aggreko Skid Mounted Generator		100.00 per hour
369/370	Suirrkgriz Grizzly Screen		500.00 per day
T-810	Doghhouse 500 Gallon Portable Water Tank		500.00 per day
373/376	E-Z Drill 210B Pneumatic Concrete Drilling Machine		300 per day + tool wear
414	El-Jay Portable Cone Crusher Plant		Call for Pricing
419	CEC Roadrunner Electric Jaw Crusher		Call for Pricing
422	Cedarapids Portable Cone Crusher		Call for Pricing
T-1090	International Volumetric Batch Truck		Call for Pricing
464	Hyd Breaker		1000.00 per day + machine renta
T-1150	Cement Silo		3500 per month
490	28X105 Transfer Conveyor		
459	Terex/Cedarapids Portable Screening Plant		Call for Pricing
477	Rock Systems 3X9 Dozer Trap Feeder		Call for Pricing
478	Dakota Portable Screen		Call for Pricing
FL4005	Caterpillar 9000lb Forklift		145.00 per hour
474/241	Caterpillar 8000lb Forklift		145.00 per hour
475	Ingersoll-Rand 8000lb Forklift		145.00 per hour
479	Thunderbird Transfer Conveyor		Call for Pricing
480	Transfer Conveyor	36X30	Call for Pricing
485/494	JLG 600S Telescopic Boom Lift		Call for Pricing
497	Telescopic Radial Stacking Conveyor		Call for Pricing
P00001	Inertial Profiler		2,750.00 per shift, up to 8 hours,

LABOR

Foreman with truck & tools		115.00 per hour
Operator		85.00 per hour
Grade Checker		85.00 per hour
	With GPS	105.00 per hour
Hand Laborer-Level I & II		75.00 per hour

PREMIUM TIME APPLIES TO ALL WORK IN EXCESS OF EIGHT HOURS MONDAY THROUGH FRIDAY AND ON SATURDAY UP TO TWELVE HOURS. DOUBLE TIME APPLIES TO ALL WORK IN EXCESS OF TWELVE HOURS MONDAY THROUGH SATURDAY AND ALL HOURS ON SUNDAY.

SUBSISTANCE WILL BE CHARGED WHEN APPLICABLE.

A FOUR HOUR MINIMUM PER DAY APPLIES TO ALL LABOR AND EQUIPMENT.

MOVE-IN AND MOVE-OUT OF EQUIPMENT WILL BE CHARGED AT ACTUAL HOURS AT THE HOURLY RATE OF \$130.00 PER HOUR.

ALL OUTSIDE PURCHASES WILL BE CHARGED AT COST PLUS 15%.

Sub Initials _____

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 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 where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

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, 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.

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. **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.

