

Attachment A

Board Contract Summary

BC _____

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	2016-2017
D2.	Department Name	Public Works/Laguna Co San District
D3.	Contact Person	Martin Wilder
D4.	Telephone	739-8755

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Sewer line root eradication.
K3.	Department Project Number	
K4.	Original Contract Amount	\$ 112,175.49
K5.	Contract Begin Date	10/18/2016
K6.	Original Contract End Date	06/30/2017
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	10/18/2016
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	NR per PCC 22002(d) and 20783
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)	No

F1.	Fund Number	2870
F2.	Department Number	054
F3.	Line Item Account Number	7200
F4.	Project Number (if applicable)	010000
F5.	Program Number (if applicable)	6400
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	Monthly

V1.	Auditor-Controller Vendor Number	070133
V2.	Payee/Contractor Name	Duke's Root Control, Inc.
V3.	Mailing Address	1020 Hiawatha Blvd., West
V4.	City State (two-letter) Zip (include +4 if known)	Syracuse, NY 13204
V5.	Telephone Number	(315) 472-4781
V6.	Vendor Contact Person	Thomas W. Edwards
V7.	Workers Comp Insurance Expiration Date	01/01/2017
V8.	Liability Insurance Expiration Date	01/01/2017
V9.	Professional License Number	827327
V10.	Verified by (print name of county staff)	MJW

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: 8-31-2016 Authorized Signature: Martin Wilder

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the Laguna County Sanitation District, a county sanitation district and a dependent district of the County of Santa Barbara, a political subdivision of the State of California (hereafter DISTRICT) and Duke's Root Control, Incorporated, having its principal place of business at 1020 Hiawatha Boulevard, West, Syracuse, New York, 13204 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and DISTRICT agrees to accept the services specified herein.

WHEREAS, CONTRACTOR specializes in root control and eradication in sewer pipes. CONTRACTOR has significant experience in services related to root control and has worked on the Laguna County Sanitation District sewer system as well as other local sewer agencies in the past. CONTRACTOR holds a California C-61/D-64 Limited Specialty Non-specialized contractor license (#827327) for root removal.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by DISTRICT and DISTRICT 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

Martin J. Wilder at phone number at phone number (805) 739-8755 is the representative of DISTRICT and will administer this Agreement for and on behalf of DISTRICT. Thomas Edwards at phone number (800) 447-6687 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 DISTRICT: Martin Wilder, P.E.
Laguna County Sanitation District
620 West Foster Road
Santa Maria, CA 93455
Ph: (805) 739-8755
Fax: (805) 739-8753
Email: mwilder@cosbpw.net

To CONTRACTOR: Thomas Edwards
Duke's Root Control, Incorporated
1020 Hiawatha Boulevard West
Syracuse, NY 13204
Ph: (800) 447-6687
Fax: (315) 475-4203
Email: bill@dukes.com

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 DISTRICT in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on no sooner than the execution date of this agreement and end performance upon completion, but no later than June 30, 2017 unless otherwise directed by DISTRICT 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 DISTRICT 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 DISTRICT and not as an officer, agent, servant, employee, joint venture, partner, or associate of DISTRICT. Furthermore, DISTRICT shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT'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 DISTRICT that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or DISTRICT 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. DISTRICT shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should DISTRICT be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse DISTRICT 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 DISTRICT, in writing, any potential conflict of interest. DISTRICT retains the right to waive a conflict of interest disclosed by CONTRACTOR if DISTRICT determines it to be immaterial, and such waiver is only effective if provided by DISTRICT to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

DISTRICT 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 DISTRICT.

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

13. DISTRICT PROPERTY AND INFORMATION

All of DISTRICT's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain DISTRICT's property, and CONTRACTOR shall return any such items whenever requested by DISTRICT 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 DISTRICT property, documents, or information without DISTRICT'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. DISTRICT 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 DISTRICT or as part of any audit of the DISTRICT, 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 DISTRICT or the State, at no charge to DISTRICT.

If federal, state or DISTRICT audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or DISTRICT 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 DISTRICT, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to DISTRICT as specified by DISTRICT 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

DISTRICT hereby notifies CONTRACTOR that DISTRICT's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT. DISTRICT may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for DISTRICT's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** DISTRICT 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 DISTRICT, 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 DISTRICT 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 DISTRICT governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then DISTRICT will notify CONTRACTOR of such occurrence and DISTRICT 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, DISTRICT 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, DISTRICT may, at DISTRICT'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 DISTRICT 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 DISTRICT 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 DISTRICT within thirty (30) days of written notice to DISTRICT of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to DISTRICT 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 DISTRICT may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, DISTRICT 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 DISTRICT such financial information as in the judgment of DISTRICT 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 DISTRICT shall be final. The foregoing is cumulative and shall not affect any right or remedy which DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of DISTRICT.

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 DISTRICT, 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 DISTRICT 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 DISTRICT.

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 DISTRICT of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara DISTRICT, 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.

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Agreement for Services of Independent Contractor between the **Laguna County Sanitation District** and **Duke's Root Control, Incorporated**.

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

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

LAGUNA COUNTY SANITATION DISTRICT:

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors

Date: _____

RECOMMENDED FOR APPROVAL:
Scott D. McGolpin
Public Works Department

CONTRACTOR:
Duke's Root Control, Incorporated

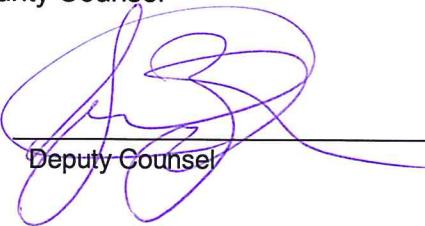
By: 
Department Head

By: 
Authorized Representative

Name: William J. Anderson
Title: Vice President

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:
Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy Counsel

By: 
Deputy

APPROVED AS TO FORM:
Risk Management

By: 
Risk Management

EXHIBIT A
STATEMENT OF WORK



1020 Hiawatha Blvd., West
 Syracuse, NY 13204-1131
 1-800-44-ROOTS
 (315) 472-4781
 FAX (315) 475-4203

August 26, 2016

Mr. Jeremy Chaja
 W.W.T.P. Supervisor
 Laguna Sanitation Dist.
 3500 Black Road
 Santa Maria, CA 93455

Dear Mr. Chaja:

As per your request, we submit the following quote for Duke's foaming root control service. Please note that these are estimated quantities, and the actual invoice will be determined by field measurements made at the time of application.

Pipe Size	Unit Price	Quantity	Total
6 inch	\$1.59/ft	27,115 feet	\$43,112.85
8 inch	\$1.59/ft	36,648 feet	\$58,270.32
10 inch	\$1.76/ft	0 feet	\$0.00
12 inch	\$1.92/ft	5,621 feet	\$10,792.32
15 inch	\$2.73/ft	0 feet	\$0.00
		69,384 feet	\$112,175.49

Prices are computed per linear foot, manhole to manhole and include all Labor, Materials, Equipment, and Mobilization for the chemical treatment of the approximate quantity referenced above. Duke's standard guarantee applies to all sanitary sewers treated, and a \$3,000-minimum charge is required on this project.

If you require any further information, please call 1-800-447-6687. Thank you for your interest in our service.

Sincerely,

Thomas W. Edwards

Pipe ID	Diameter (in)	Length (ft)	Material	Date Treated	Operator Initials
P0030	12	350	VCP		
P0031	12	301	VCP		
P0032	12	335	VCP		
P0033	12	364	VCP		
P0034	12	235	VCP		
P0035	12	586	VCP		
P0036	12	130	VCP		
P0037	12	351	VCP		
P0038	12	350	VCP		
P0039	12	349	VCP		
P0040	12	324	VCP		
P0041	12	312	VCP		
P0042	12	390	VCP		
P0043	12	375	VCP		
P0329	6	378	VCP		
P0330	6	340	VCP		
P0331	6	315	VCP		
P0332	8	200	VCP		
P0333	6	219	VCP		
P0334	6	100	VCP		
P0335	8	353	VCP		
P0336	6	298	PVC		
P0343	8	328	VCP		
P0344	8	670	VCP		
P0345	8	166	VCP		
P0387	6	160	VCP		
P0388	6	290	VCP		
P0389	6	470	VCP		
P0395	6	389	VCP		
P0396	6	162	VCP		
P0468	6	348	VCP		
P0484	6	320	VCP		
P0485	6	291	VCP		
P0602	8	496	VCP		
P0603	8	357	VCP		
P0604	8	339	VCP		
P0758	6	129	VCP		
P0759	8	197	VCP		
P0760	8	299	VCP		
P0761	8	300	VCP		
P0784	8	208	VCP		
P0785	8	138	VCP		
P0787	8	112	VCP		
P0789	8	155	VCP		
P0790	8	326	VCP		

Pipe ID	Diameter (in)	Length (ft)	Material	Date Treated	Operator Initials
P0791	8	200	VCP		
P0793	8	350	VCP		
P0794	8	349	VCP		
P0795	8	177	VCP		
P0796	6	166	VCP		
P0809	8	200	VCP		
P0810	6	290	VCP		
P0838	8	290	VCP		
P0839	8	101	VCP		
P0959	8	285	VCP		
P1028	6	158	VCP		
P1029	6	287	VCP		
P1060	6	340	VCP		
P1067	6	416	VCP		
P1112	8	308	VCP		
P1113	8	350	VCP		
P1116	8	26	VCP		
P1204	8	76	VCP		
P1365	8	350	VCP		
P1379	8	352	VCP		
P1381	8	252	VCP		
P1382	8	291	VCP		
P1409	8	262	VCP		
P1411	8	177	VCP		
P1412	8	251	VCP		
P1414	8	243	VCP		
P1416	8	259	VCP		
P1422	8	301	VCP		
P1430	8	120	VCP		
P1442	8	350	VCP		
P1443	8	251	VCP		
P1444	8	144	VCP		
P1445	8	157	VCP		
P1446	8	299	VCP		
P1453	8	215	VCP		
P1454	6	166	VCP		
P1455	8	231	VCP		
P1456	8	346	VCP		
P1465	8	347	VCP		
P1466	8	319	VCP		
P1467	8	346	VCP		
P1475	6	301	PVC		
P1476	8	300	VCP		
P1477	8	315	VCP		
P1478	8	274	VCP		

Pipe ID	Diameter (in)	Length (ft)	Material	Date Treated	Operator Initials
P1479	6	292	VCP		
P1486	6	220	VCP		
P1487	6	157	VCP		
P1488	6	244	VCP		
P1494	6	235	VCP		
P1495	6	248	VCP		
P1496	8	367	VCP		
P1497	8	359	VCP		
P1498	8	207	VCP		
P1500	8	344	VCP		
P1503	12	103	VCP		
P1504	12	209	VCP		
P1505	12	192	VCP		
P1506	12	99	VCP		
P1507	12	70	VCP		
P1513	8	120	VCP		
P1515	8	289	VCP		
P1518	8	296	VCP		
P1522	6	230	VCP		
P1531	6	485	VCP		
P1532	8	506	VCP		
P1533	6	227	VCP		
P1534	6	446	VCP		
P1538	6	321	VCP		
P1539	6	337	VCP		
P1540	6	272	VCP		
P1541	6	266	VCP		
P1543	6	327	VCP		
P1544	6	326	VCP		
P1545	6	328	VCP		
P1546	6	323	VCP		
P1550	6	500	VCP		
P1551	6	352	VCP		
P1557	8	279	VCP		
P1558	6	502	VCP		
P1560	8	343	VCP		
P1561	6	442	VCP		
P1562	8	349	VCP		
P1563	6	443	VCP		
P1564	8	165	VCP		
P1565	8	228	VCP		
P1566	8	250	VCP		
P1567	8	242	VCP		
P1575	6	193	VCP		
P1576	6	200	VCP		

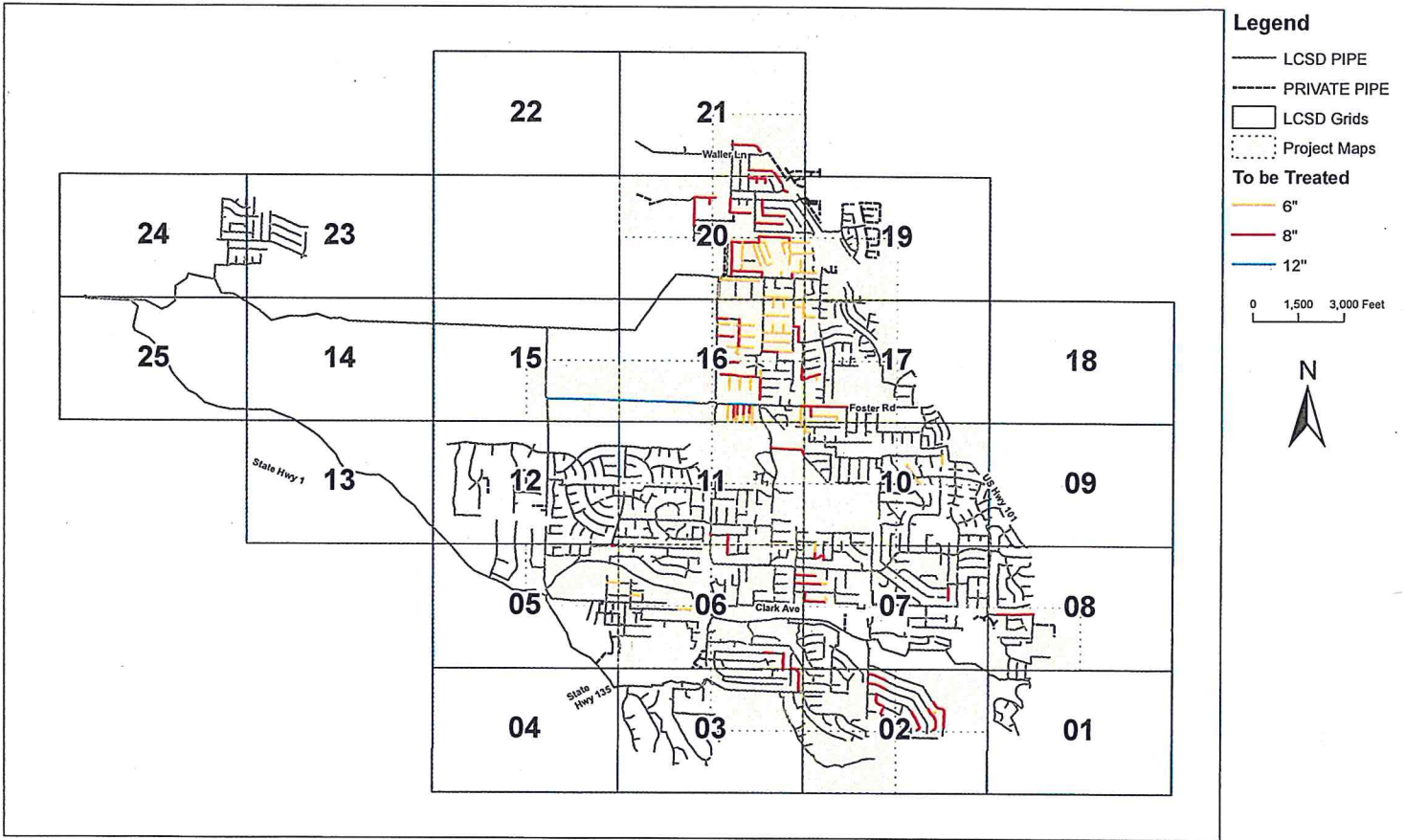
Pipe ID	Diameter (in)	Length (ft)	Material	Date Treated	Operator Initials
P1577	6	141	VCP		
P1578	8	294	VCP		
P1579	8	251	VCP		
P1580	6	233	VCP		
P1581	6	284	VCP		
P1582	6	233	VCP		
P1583	6	253	VCP		
P1594	6	176	VCP		
P1596	8	164	VCP		
P1597	8	231	VCP		
P1598	8	271	VCP		
P1599	6	254	VCP		
P1600	8	203	VCP		
P1604	6	203	VCP		
P1605	8	324	VCP		
P1606	8	399	VCP		
P1607	8	337	VCP		
P1608	8	379	VCP		
P1609	8	51	VCP		
P1610	8	338	VCP		
P1659	8	149	VCP		
P1660	6	176	VCP		
P1675	8	354	VCP		
P1699	8	155	VCP		
P1700	8	313	VCP		
P1712	6	322	VCP		
P1713	6	313	VCP		
P1715	6	375	VCP		
P1717	6	180	VCP		
P1775	8	151	VCP		
P1796	8	179	VCP		
P1797	6	271	VCP		
P1798	6	403	VCP		
P1799	6	394	VCP		
P1800	6	117	VCP		
P1803	6	703	VCP		
P1804	6	69	VCP		
P1805	6	203	VCP		
P1806	6	306	VCP		
P1807	6	183	VCP		
P1808	8	161	VCP		
P1810	6	489	VCP		
P1811	6	164	VCP		
P1846	8	206	VCP		
P1858	8	360	VCP		

Duke's Roots 2016

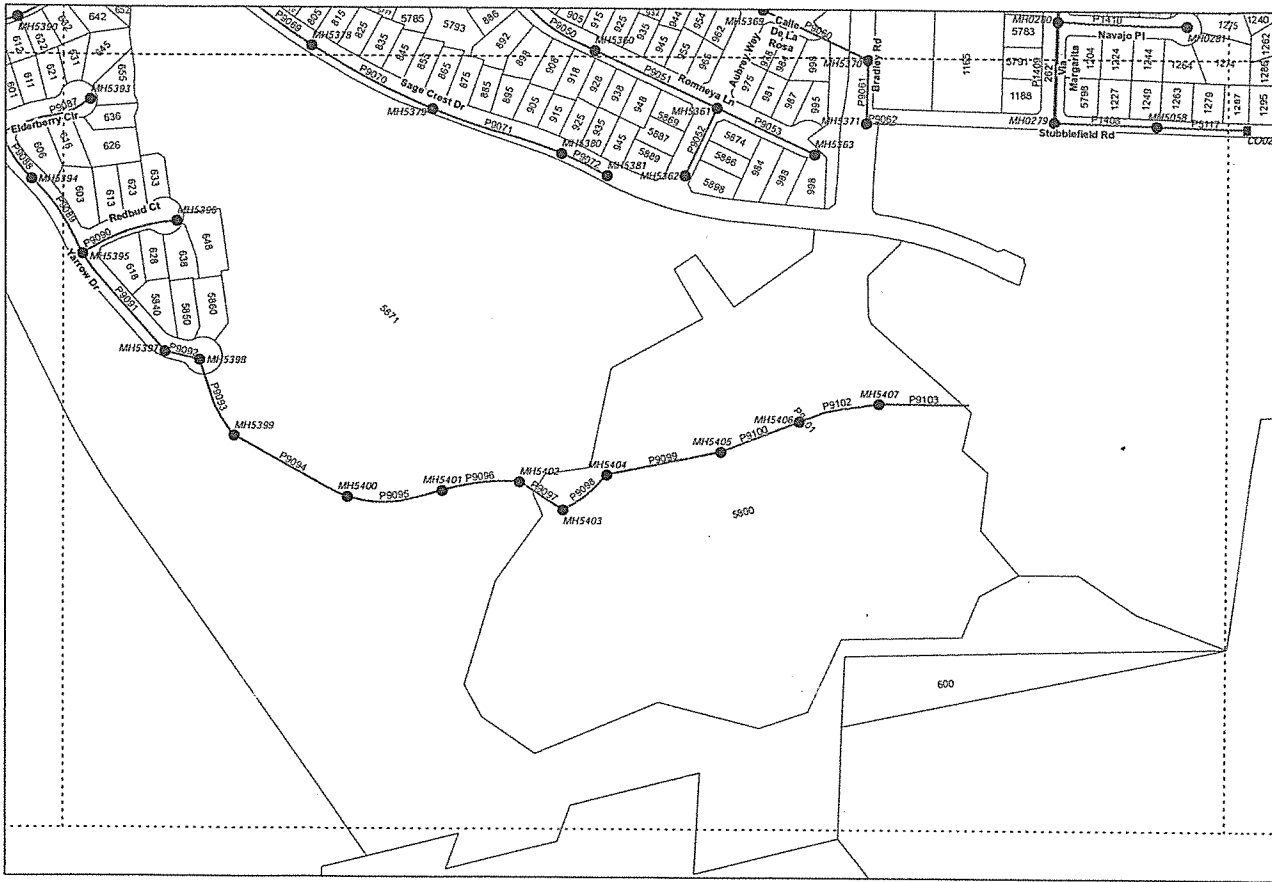
Pipe ID	Diameter (in)	Length (ft)	Material	Date Treated	Operator Initials
P1859	8	353	VCP		
P1860	8	244	VCP		
P1861	8	248	VCP		
P1862	8	202	VCP		
P1863	8	202	VCP		
P1879	8	172	VCP		
P1882	6	217	VCP		
P1883	6	516	VCP		
P1884	6	522	VCP		
P1893	8	280	VCP		
P1894	8	151	VCP		
P1895	8	153	VCP		
P1896	8	270	VCP		
P1906	8	257	VCP		
P1914	8	347	VCP		
P1915	8	299	VCP		
P1916	8	115	VCP		
P1918	8	108	VCP		
P1919	8	290	VCP		
P1926	8	449	VCP		
P1928	8	256	VCP		
P1931	8	336	VCP		
P1937	8	352	VCP		
P1938	8	345	VCP		
P1939	8	350	VCP		
P1940	8	204	VCP		
P1941	8	349	VCP		
P1946	8	501	VCP		
P1947	8	473	VCP		
P1948	8	193	VCP		
P1949	6	239	VCP		
P1950	6	342	VCP		
P1951	6	174	VCP		
P1952	6	512	VCP		
P1953	6	194	VCP		
P1955	6	679	VCP		
P1956	6	114	VCP		
P1957	8	161	VCP		
P1958	6	144	VCP		
P1959	6	651	VCP		
P1960	8	371	VCP		
P1961	8	334	VCP		
P1962	6	68	VCP		
P1963	6	367	VCP		
P1964	8	470	VCP		

Pipe ID	Diameter (in)	Length (ft)	Material	Date Treated	Operator Initials
P1967	8	467	VCP		
P1968	8	334	VCP		
P1969	6	215	VCP		
P1970	8	657	VCP		
P1971	8	179	VCP		
P1972	6	124	VCP		
P2009	8	350	VCP		
P2010	8	348	VCP		
P2011	8	121	VCP		
P2012	8	209	VCP		
P2189	8	234	VCP		
P2190	8	109	VCP		
P2191	6	303	VCP		
P2325	6	639	VCP		
P2346	12	70	VCP		
P2347	12	129	VCP		
P5118	8	237	VCP		
P5119	8	338	VCP		
P5121	8	192	VCP		
P5145	8	328	UNK		
P9107	6	215	VCP		
P9115	6	191	VCP		

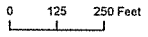
LCSD - DUKE'S ROOTS 2016 VICINITY MAP



LCS D - DUKE'S ROOTS 2016



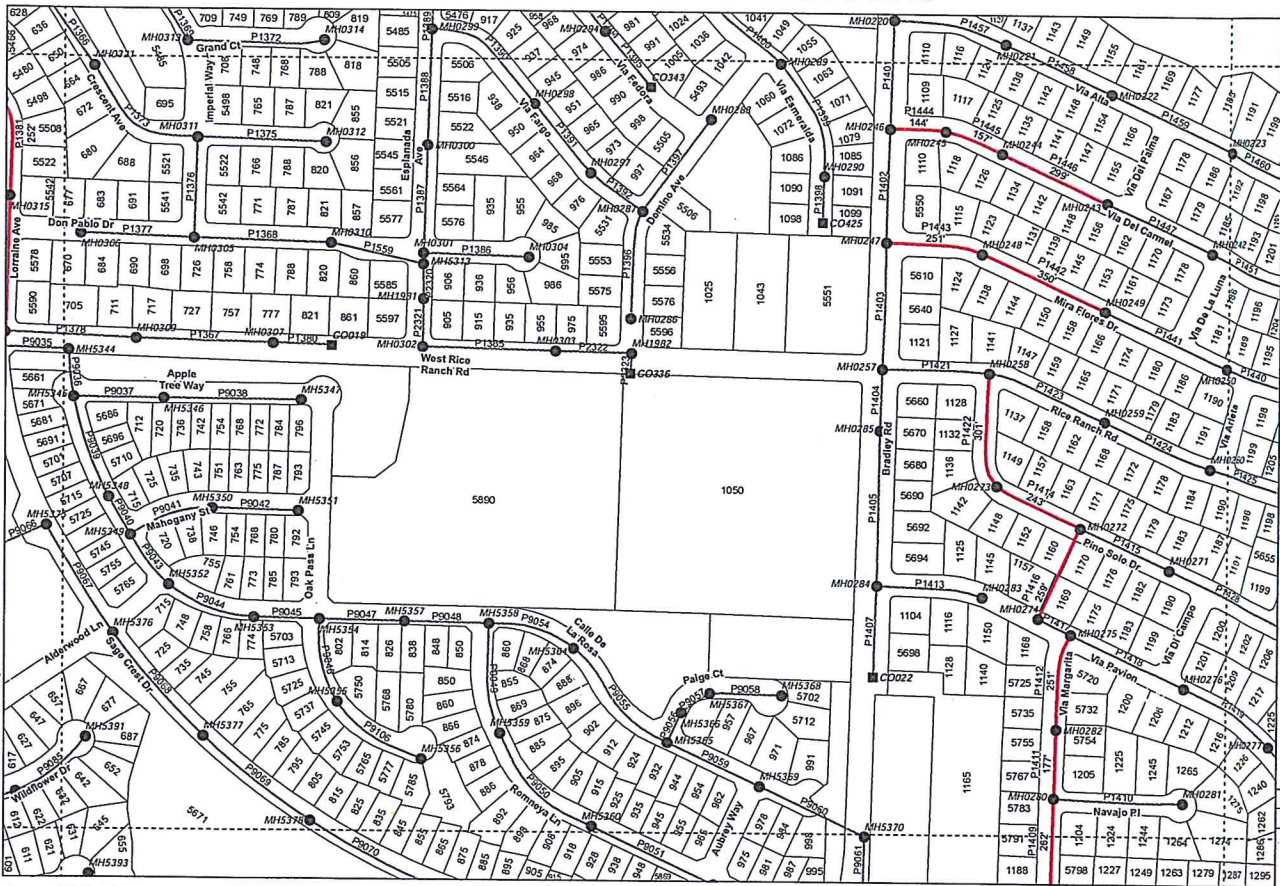
- Legend**
- LCS D PIPE
 - LCS D MH
 - LCS D CO
 - - - PRIVATE PIPE
 - ⊙ PRIVATE MH
 - Grid Lines
 - To be Treated**
 - 6"
 - 8"
 - 12"



02 - 4	02 - 1
02 - 3	02 - 2

24	23	22	21
15	14	13	12
10	09	08	07
03	02	01	04

LCS D - DUKE'S ROOTS 2016



- Legend**
- LCS D PIPE
 - LCS D MH
 - LCS D CO
 - - - PRIVATE PIPE
 - ⊙ PRIVATE MH
 - ⋯ Grid Lines
- To be Treated**
- 6" (Yellow line)
 - 8" (Red line)
 - 12" (Blue line)

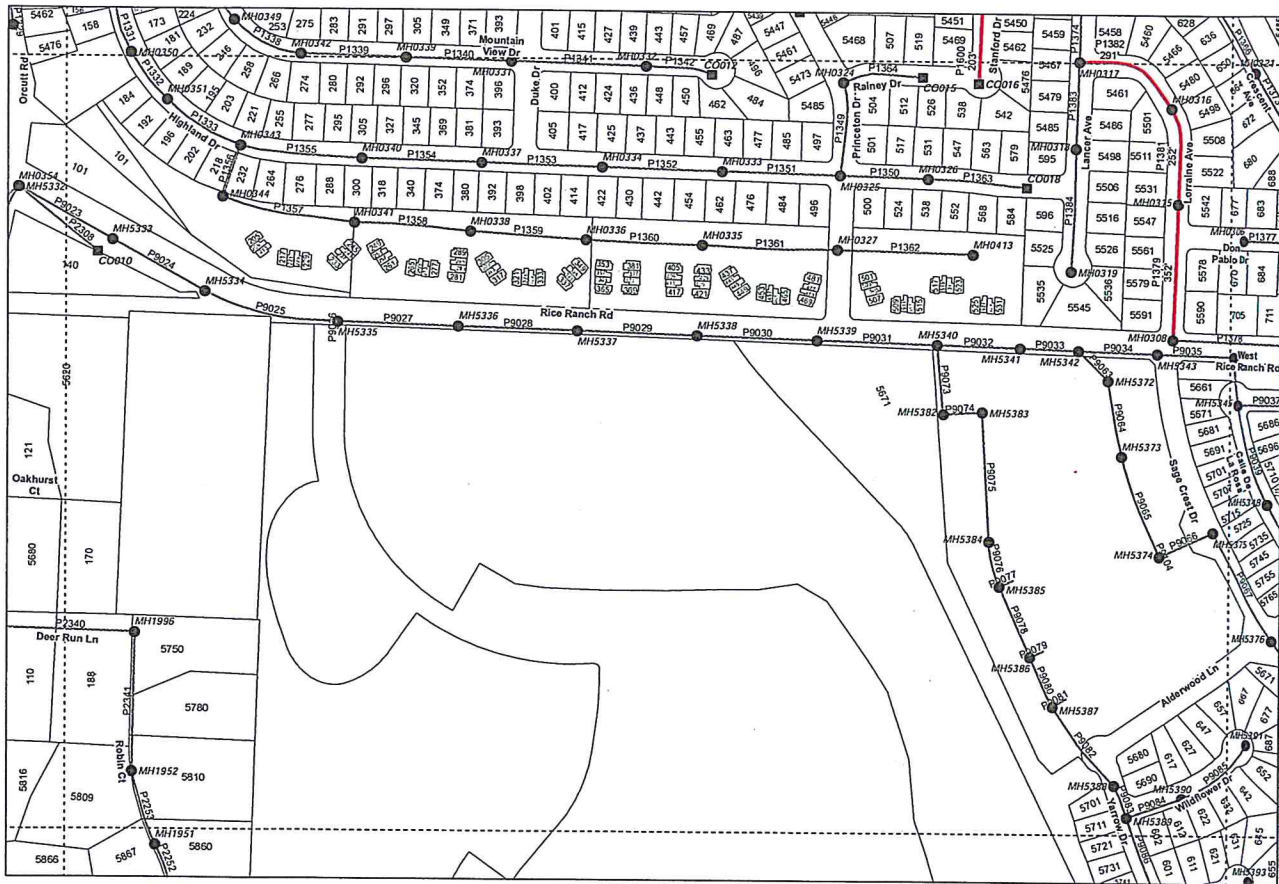
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02 - 4	02 - 1
02 - 3	02 - 2

22	21
24	23
25	14
15	16
17	18
13	12
11	10
09	08
05	06
07	08
04	03
02	01

LCSO - DUKE'S ROOTS 2016



- Legend**
- LCSO PIPE
 - LCSO MH
 - LCSO CO
 - - - PRIVATE PIPE
 - PRIVATE MH
 - - - Grid Lines
 - To be Treated**
 - 6"
 - 8"
 - 12"

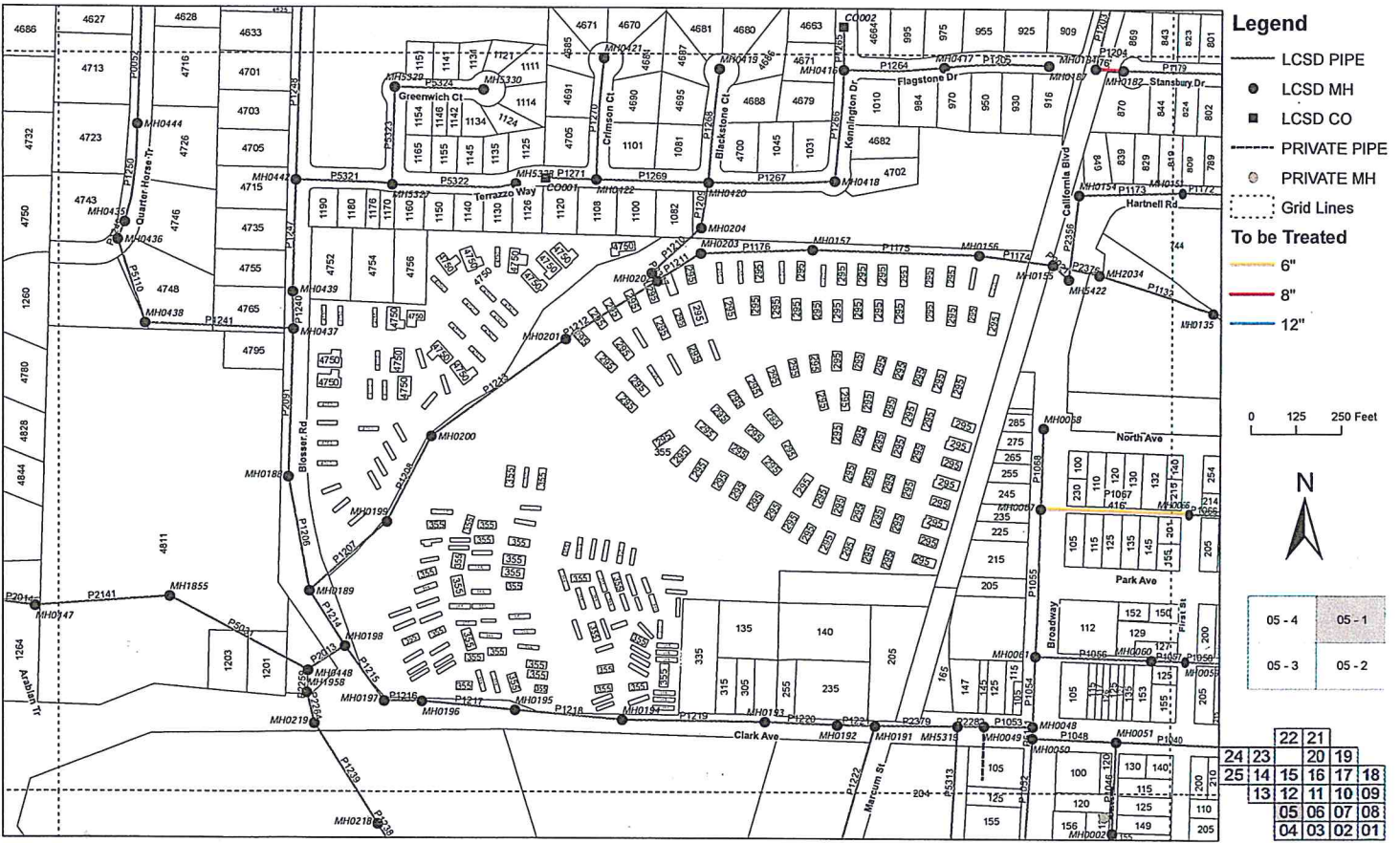
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03 - 3	03 - 2

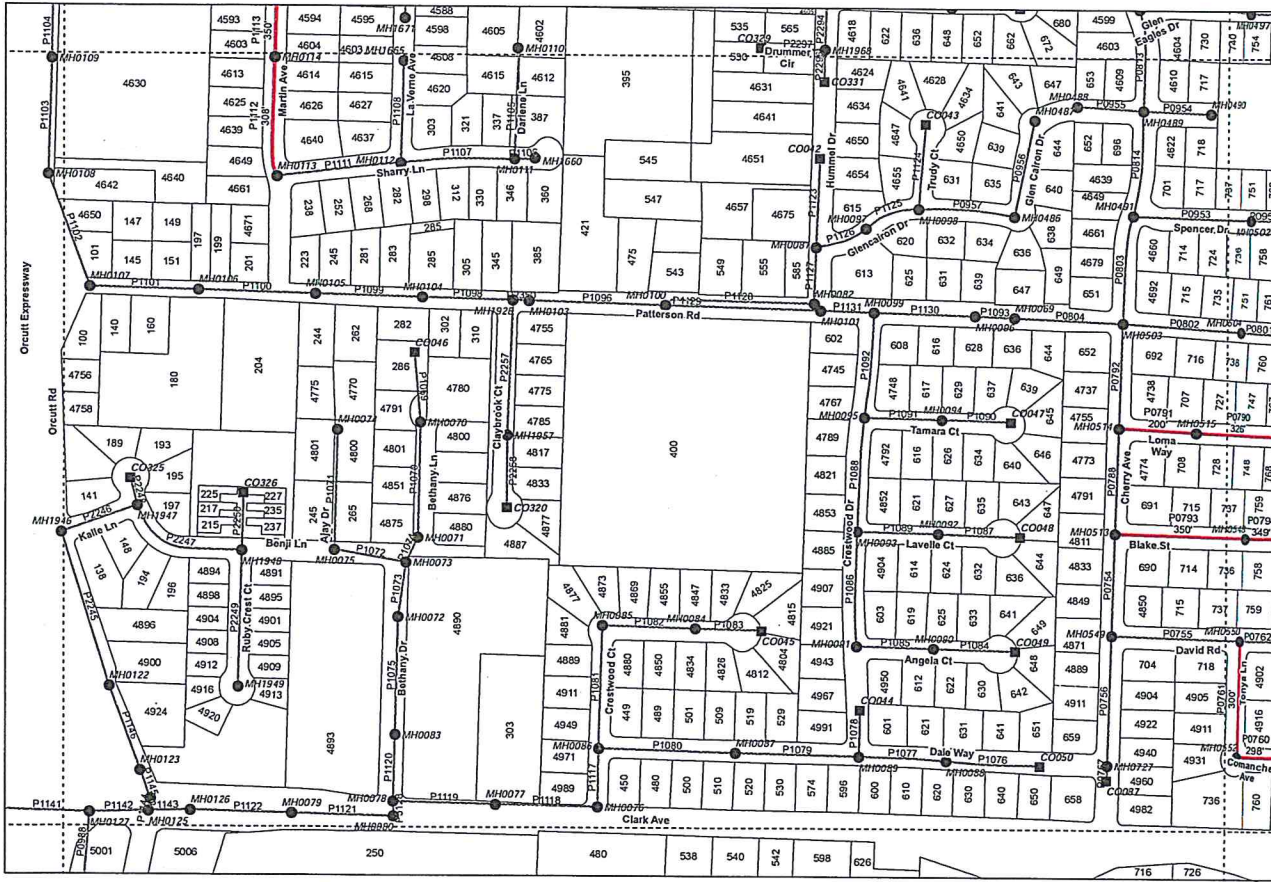
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13	12	11	10
05	06	07	08
04	03	02	01

LCSD - DUKE'S ROOTS 2016



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LCSO - DUKE'S ROOTS 2016



- Legend**
- LCSO PIPE
 - LCSO MH
 - LCSO CO
 - PRIVATE PIPE
 - PRIVATE MH
 - Grid Lines

To be Treated

- 6" (Yellow line)
- 8" (Red line)
- 12" (Blue line)

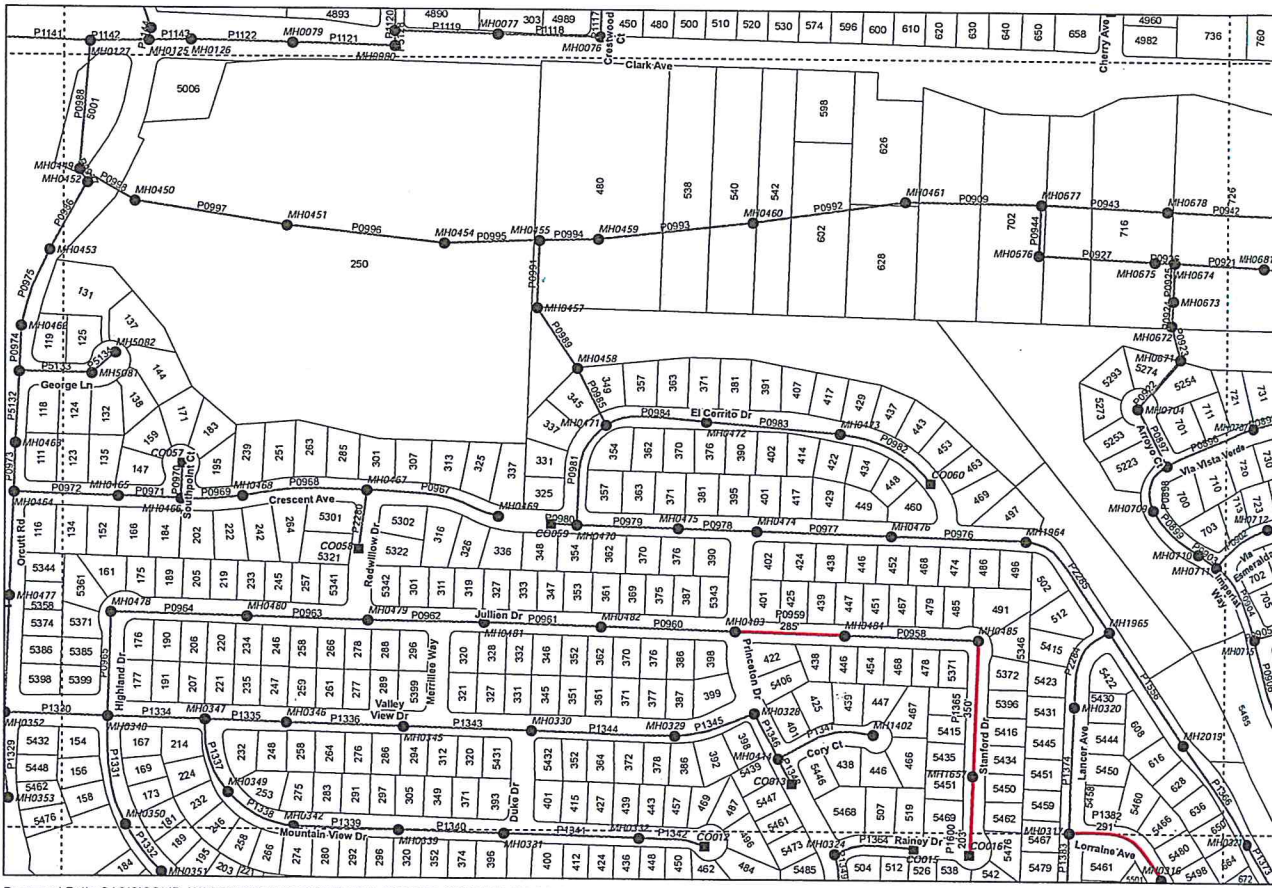
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06 - 4	06 - 1
06 - 3	06 - 2

24	23	20	19
25	14	15	16
13	12	11	10
05	06	07	08
04	03	02	01

LCSO - DUKE'S ROOTS 2016



- Legend**
- LCSO PIPE
 - LCSO MH
 - LCSO CO
 - - - PRIVATE PIPE
 - PRIVATE MH
 - ⋯ Grid Lines

To be Treated

- 6" (Yellow line)
- 8" (Red line)
- 12" (Blue line)

0 125 250 Feet



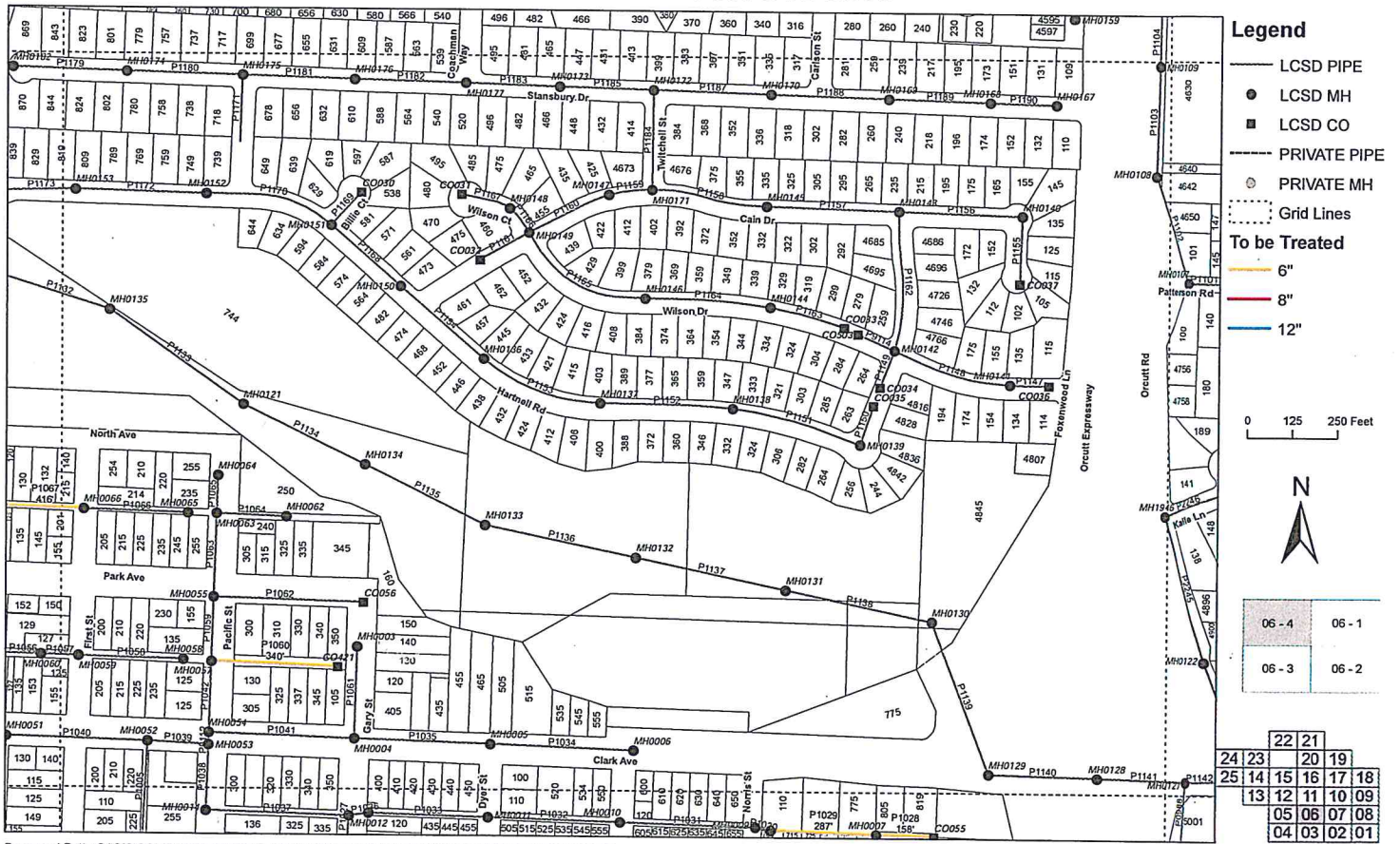
06 - 4	06 - 1
06 - 3	06 - 2

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13	12	11	10
05	06	07	08
04	03	02	01

LCS D - DUKE'S ROOTS 2016

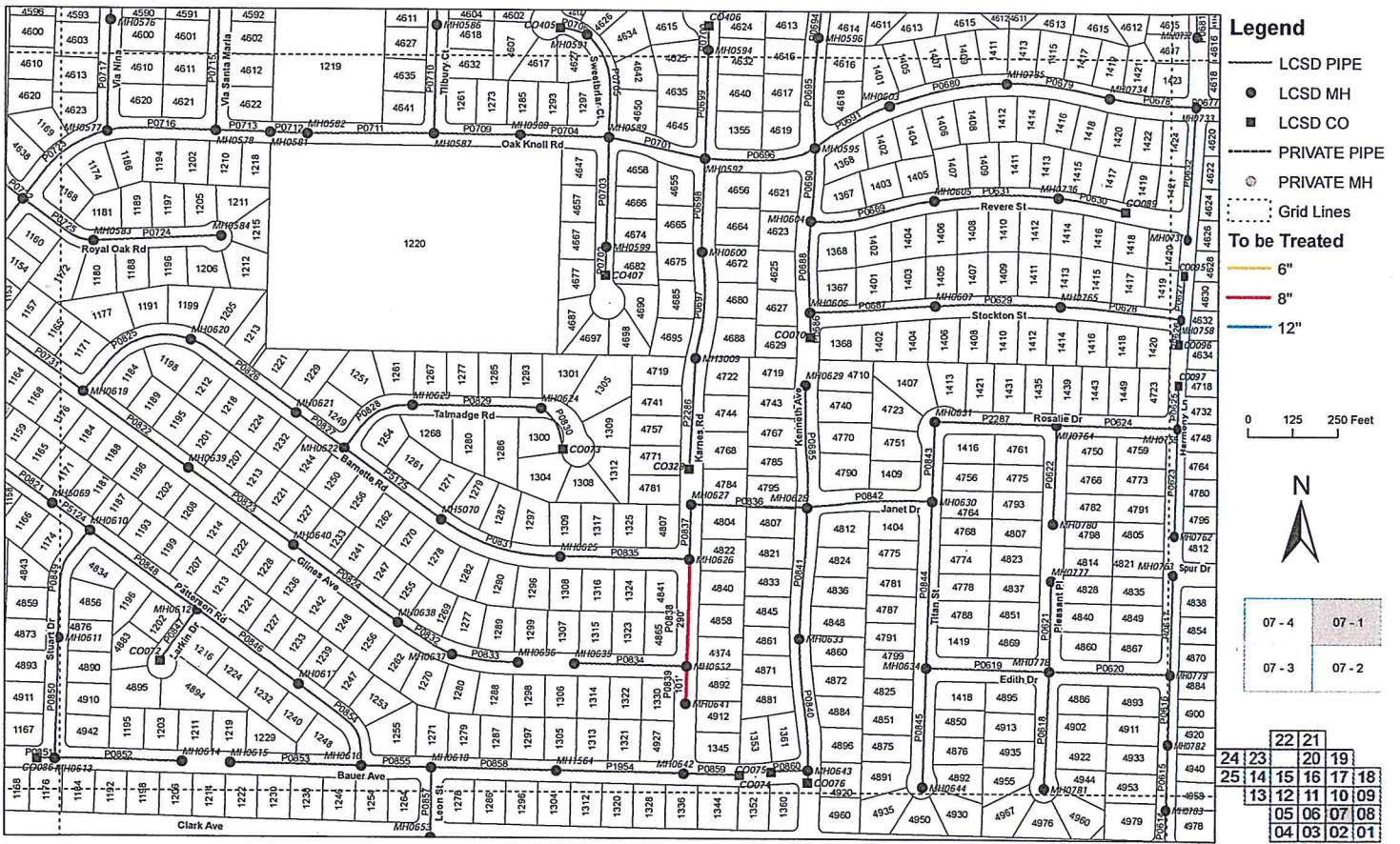


LCSD - DUKE'S ROOTS 2016



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LCSO - DUKE'S ROOTS 2016



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Legend

- LCSO PIPE
- LCSO MH
- LCSO CO
- - - PRIVATE PIPE
- ⊙ PRIVATE MH
- ⋯ Grid Lines

To be Treated

- 6" (Yellow line)
- 8" (Red line)
- 12" (Blue line)

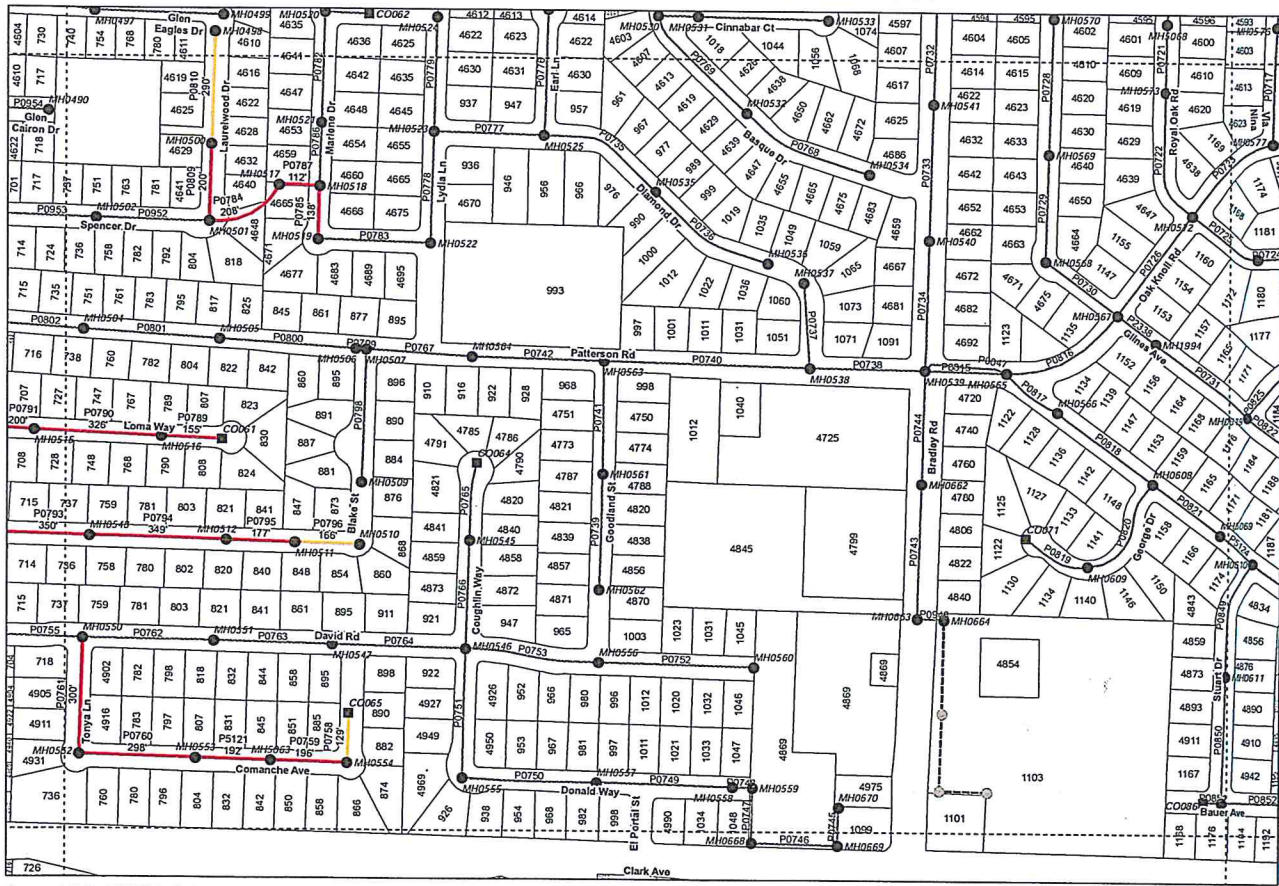
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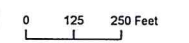
07 - 4	07 - 1
07 - 3	07 - 2

24	23	22	21
25	14	15	16
13	12	11	10
05	06	07	08
04	03	02	01

LCSD - DUKE'S ROOTS 2016



- Legend**
- LCSD PIPE
 - LCSD MH
 - LCSD CO
 - - - PRIVATE PIPE
 - PRIVATE MH
 - Grid Lines
- To be Treated**
- 6" (Yellow line)
 - 8" (Red line)
 - 12" (Blue line)



07 - 4	07 - 1
07 - 3	07 - 2

24	23	22	21
25	14	15	16
13	12	11	10
05	06	07	08
04	03	02	01

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LCSO - DUKE'S ROOTS 2016



- Legend**
- LCSO PIPE
 - LCSO MH
 - LCSO CO
 - - - PRIVATE PIPE
 - PRIVATE MH
 - Grid Lines
- To be Treated**
- 6"
 - 8"
 - 12"

0 125 250 Feet



08 - 4	08 - 1
08 - 3	08 - 2

	22	21	
24	23	20	19
25	14	15	16
	13	12	11
		05	06
		07	08
		04	03
		02	01

LCS D - DUKE'S ROOTS 2016



- Legend**
- LCS D PIPE
 - LCS D MH
 - LCS D CO
 - - - PRIVATE PIPE
 - PRIVATE MH
 - Grid Lines
- To be Treated**
- 6"
 - 8"
 - 12"

0 125 250 Feet

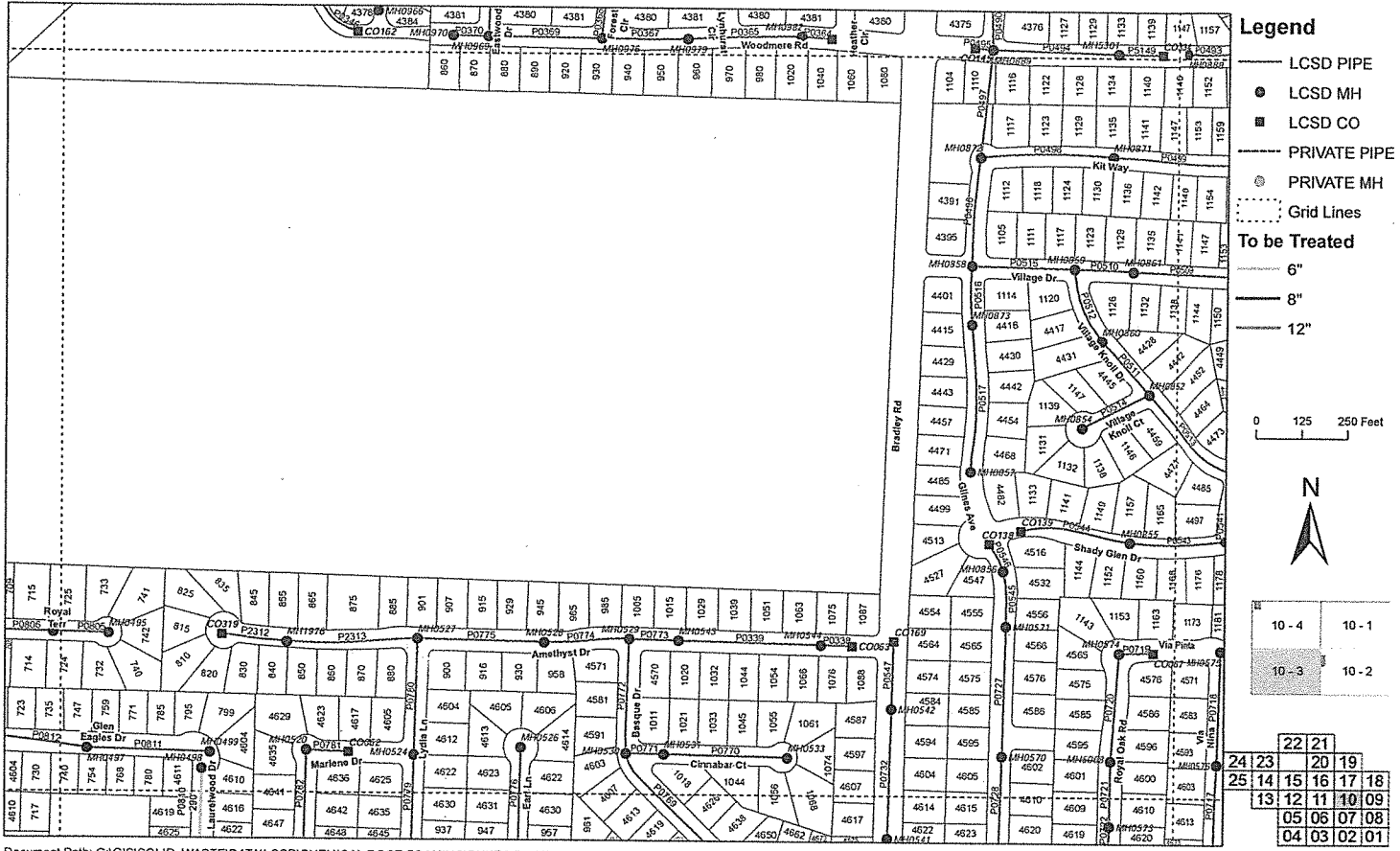


10 - 4	10 - 1
10 - 3	10 - 2

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25	14	15	16
13	12	11	10
	05	06	07
04	03	02	01

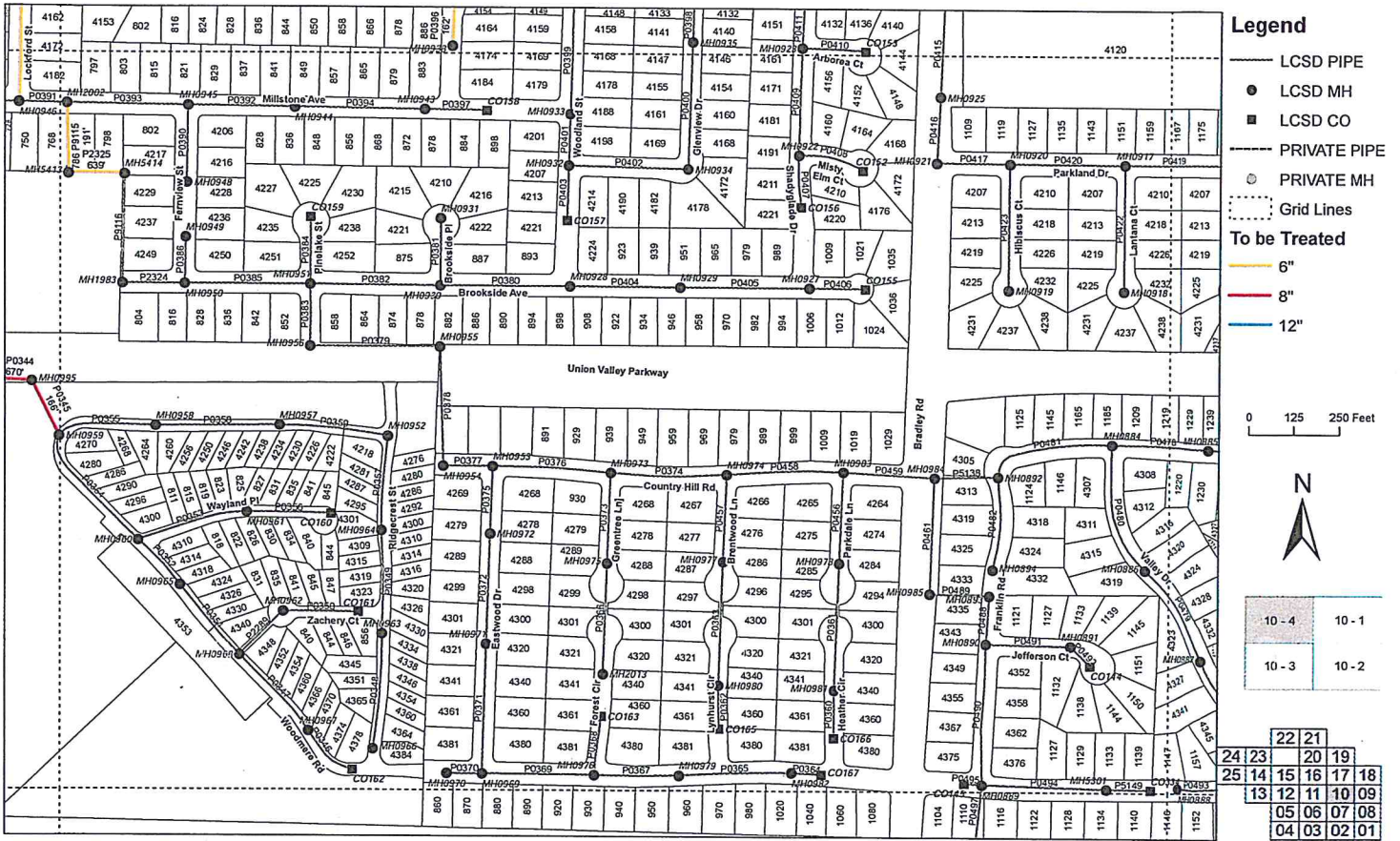
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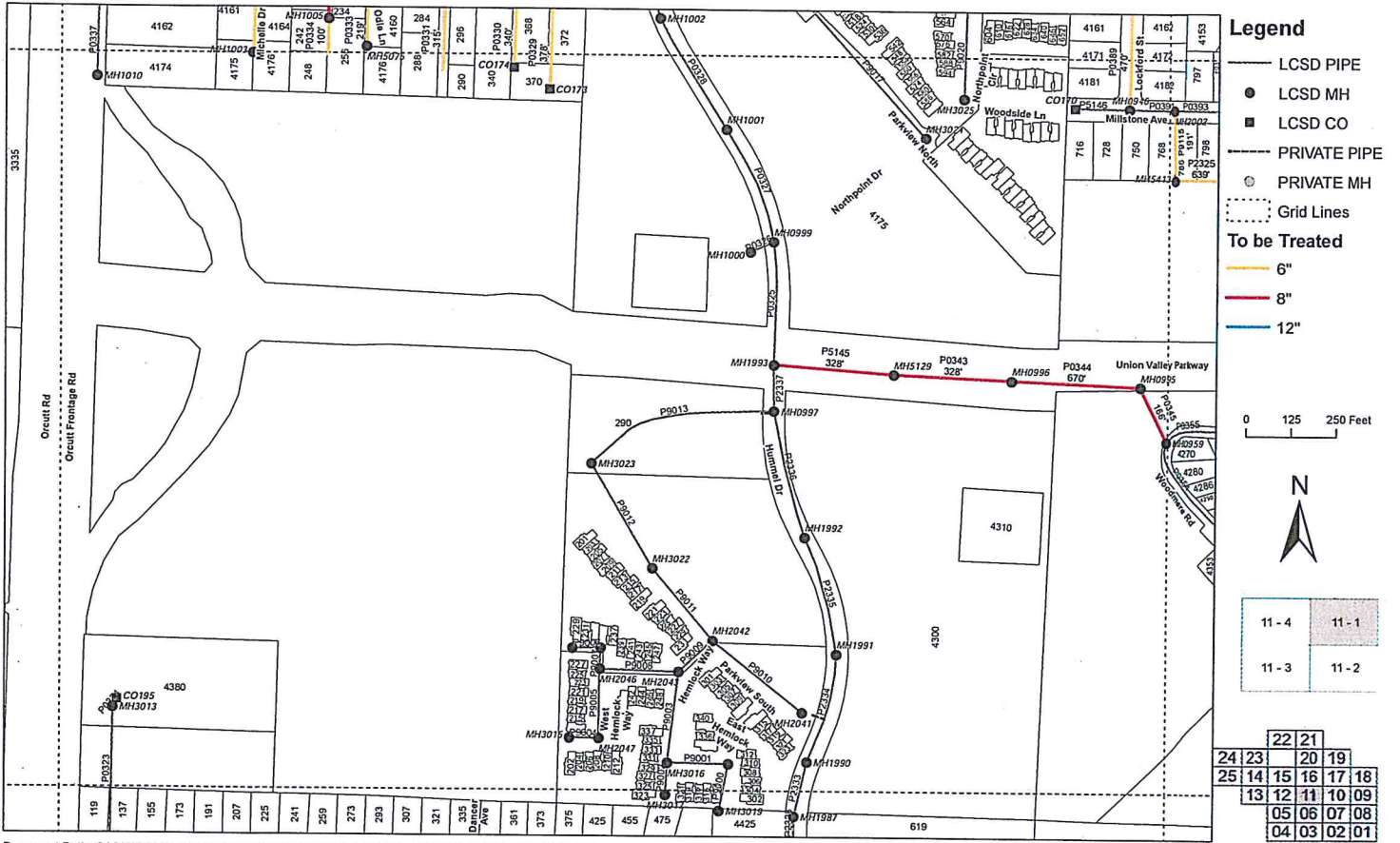
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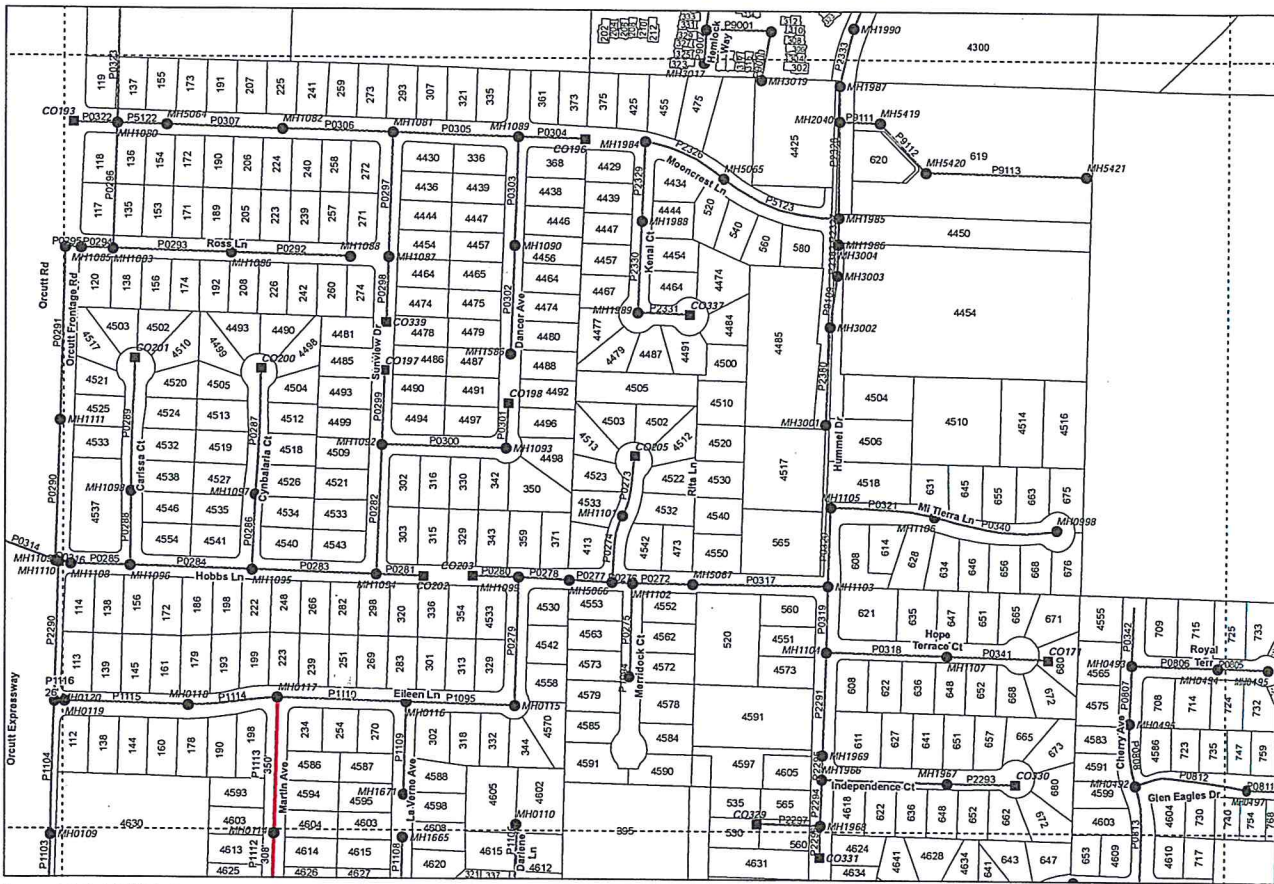


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LCSD - DUKE'S ROOTS 2016

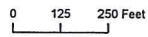


LCS D - DUKE'S ROOTS 2016



- Legend**
- LCS D PIPE
 - LCS D MH
 - LCS D CO
 - - - PRIVATE PIPE
 - PRIVATE MH
 - Grid Lines

- To be Treated**
- 6" (Yellow line)
 - 8" (Red line)
 - 12" (Blue line)

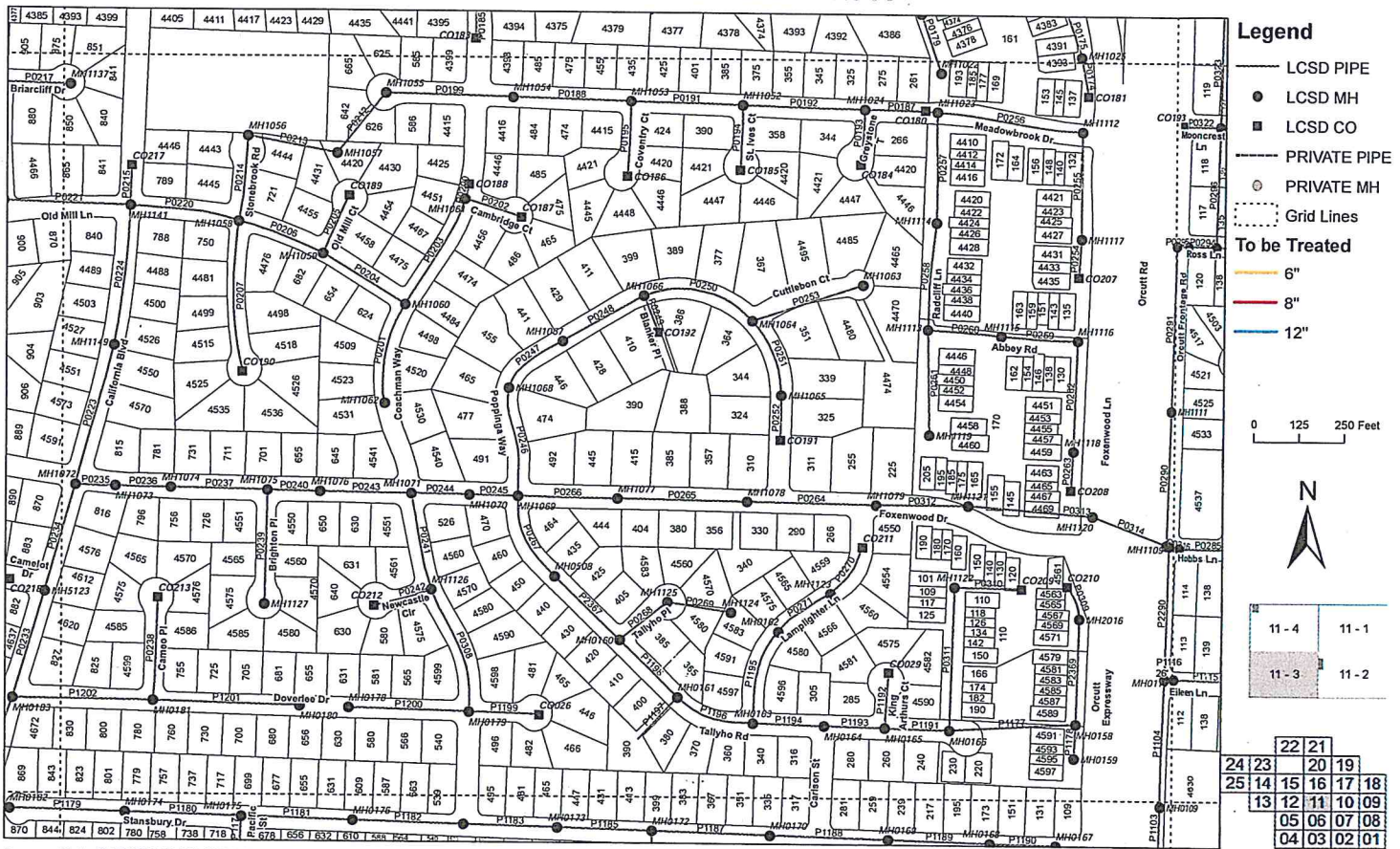


11 - 4	11 - 1
11 - 3	11 - 2

22	21
24	23
25	14
13	12
05	06
04	03
20	19
16	17
10	09
07	08
02	01

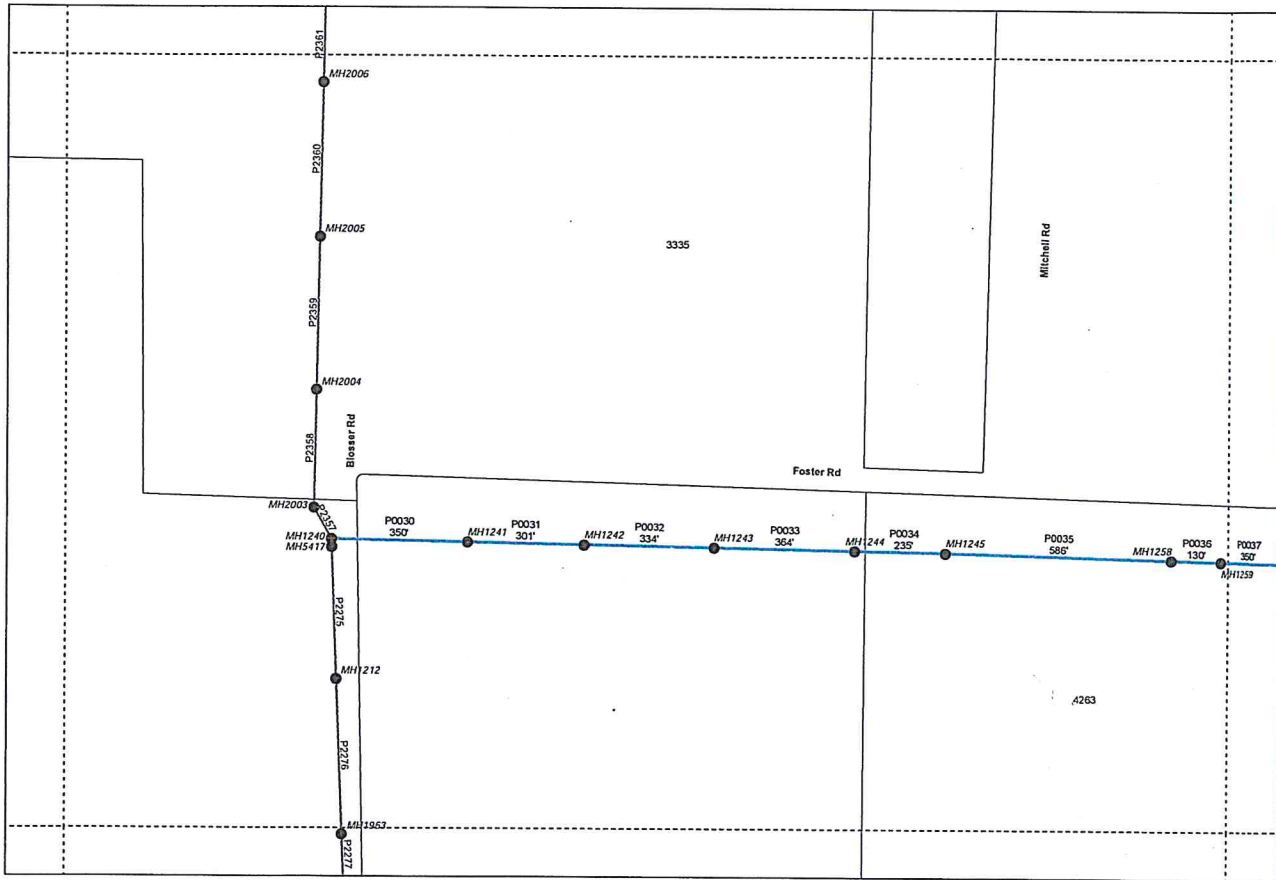
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LCSO - DUKE'S ROOTS 2016

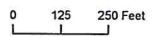


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LCSD - DUKE'S ROOTS 2016



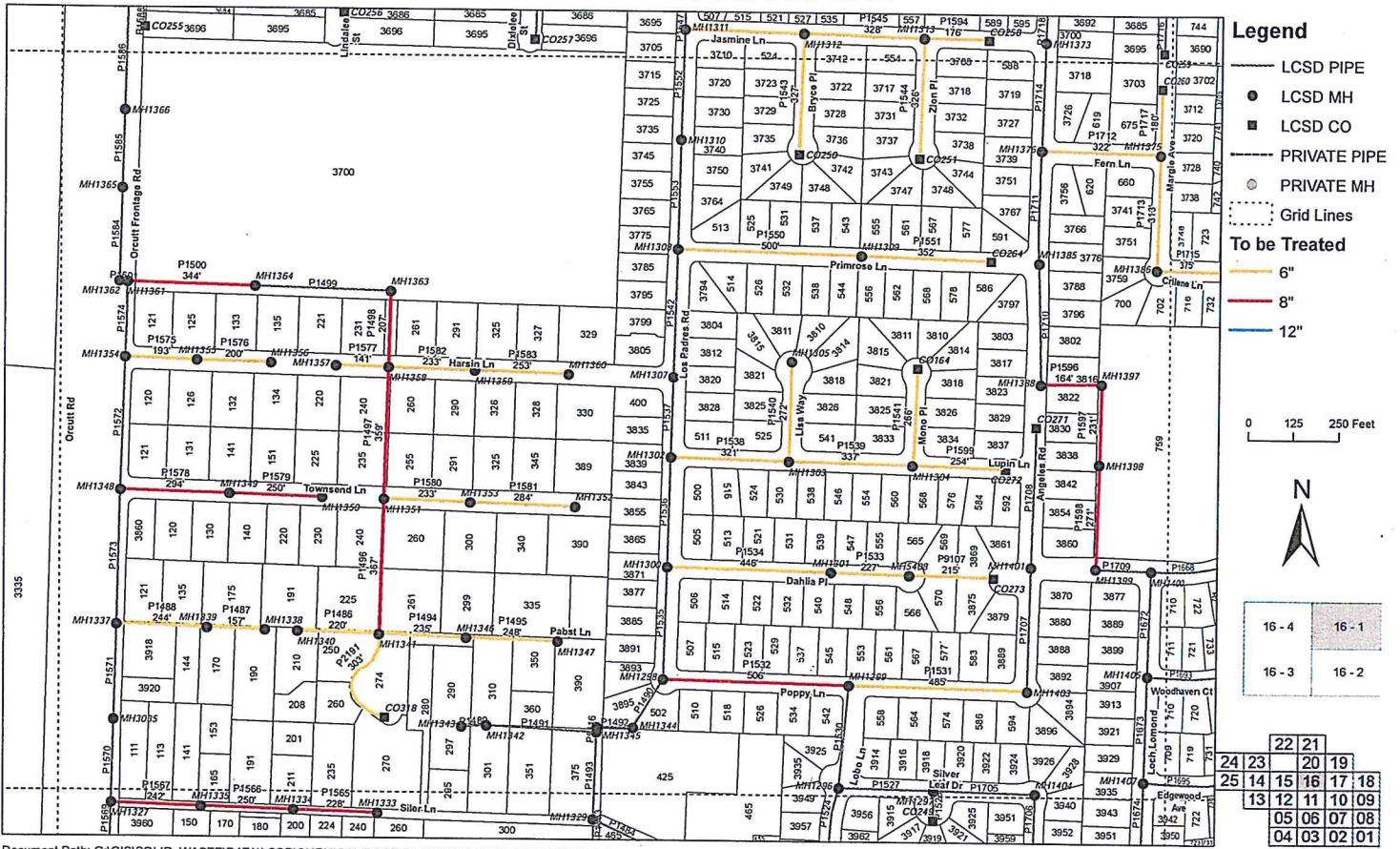
- Legend**
- LCSD PIPE
 - LCSD MH
 - LCSD CO
 - PRIVATE PIPE
 - PRIVATE MH
 - - - Grid Lines
- To be Treated**
- 6"
 - 8"
 - 12"



15 - 4	15 - 1
15 - 3	15 - 2

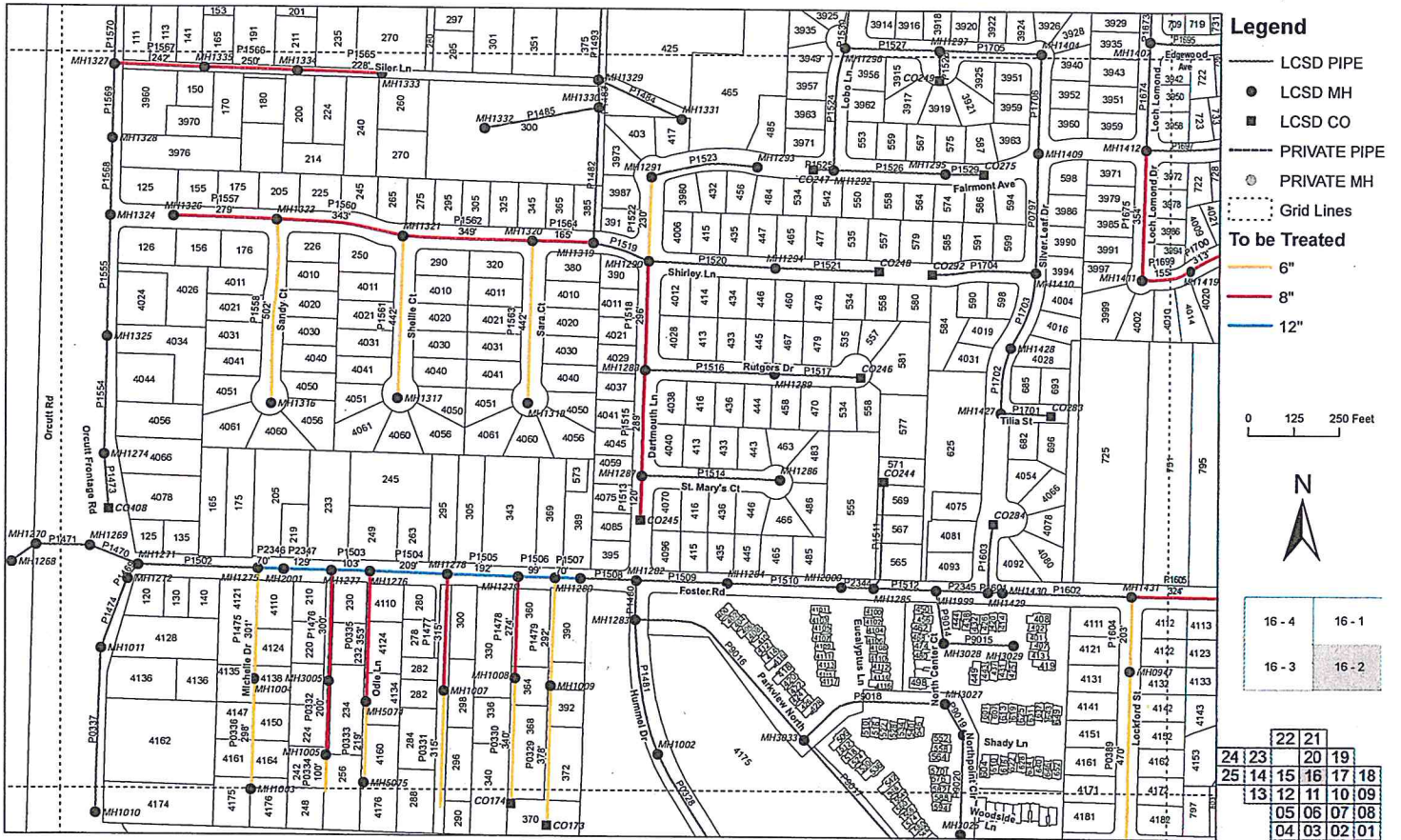
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24	23	20	19
25	14	15	16
13	12	11	10
	05	06	07
	04	03	02

LCS D - DUKE'S ROOTS 2016



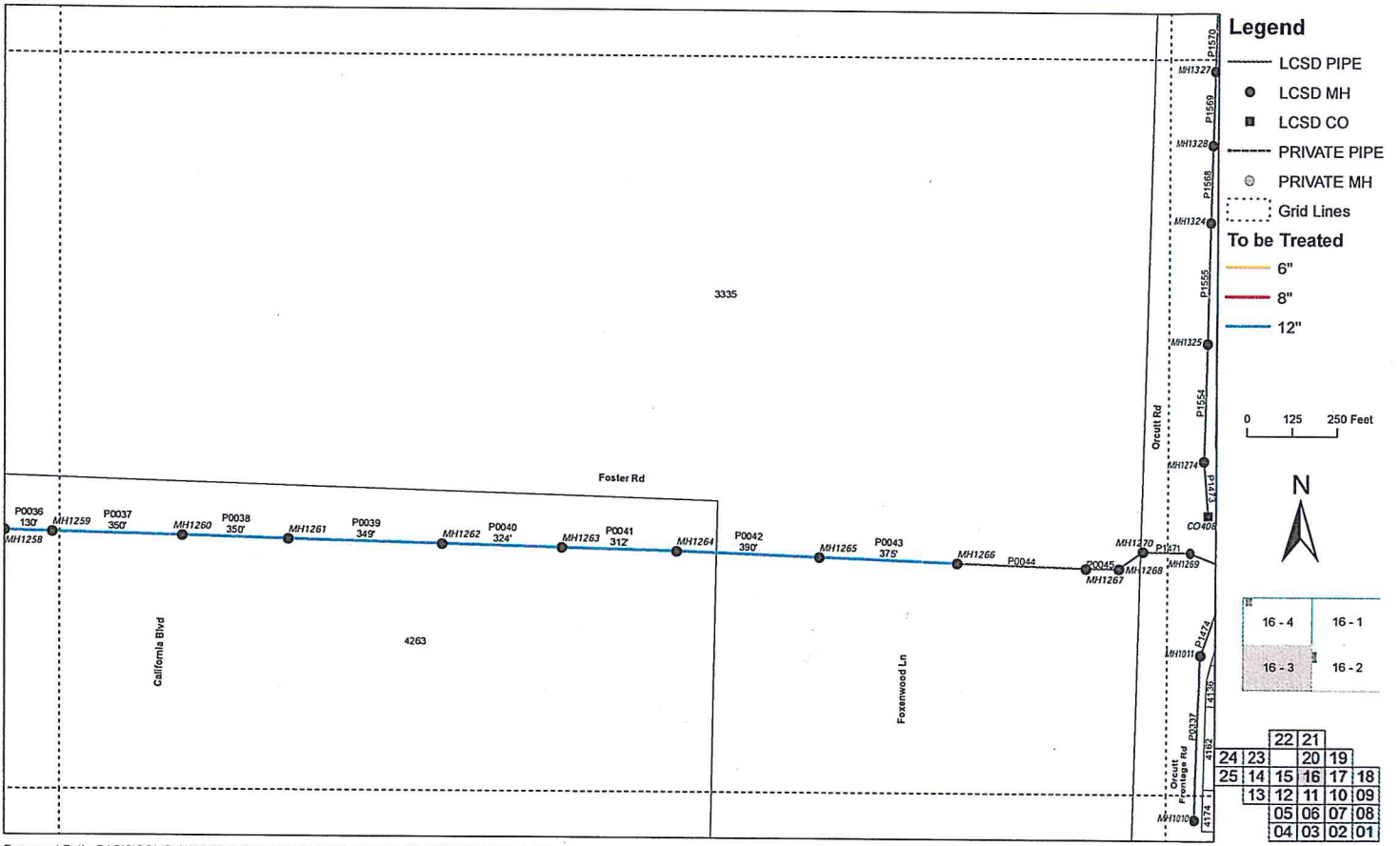
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LCSD - DUKE'S ROOTS 2016

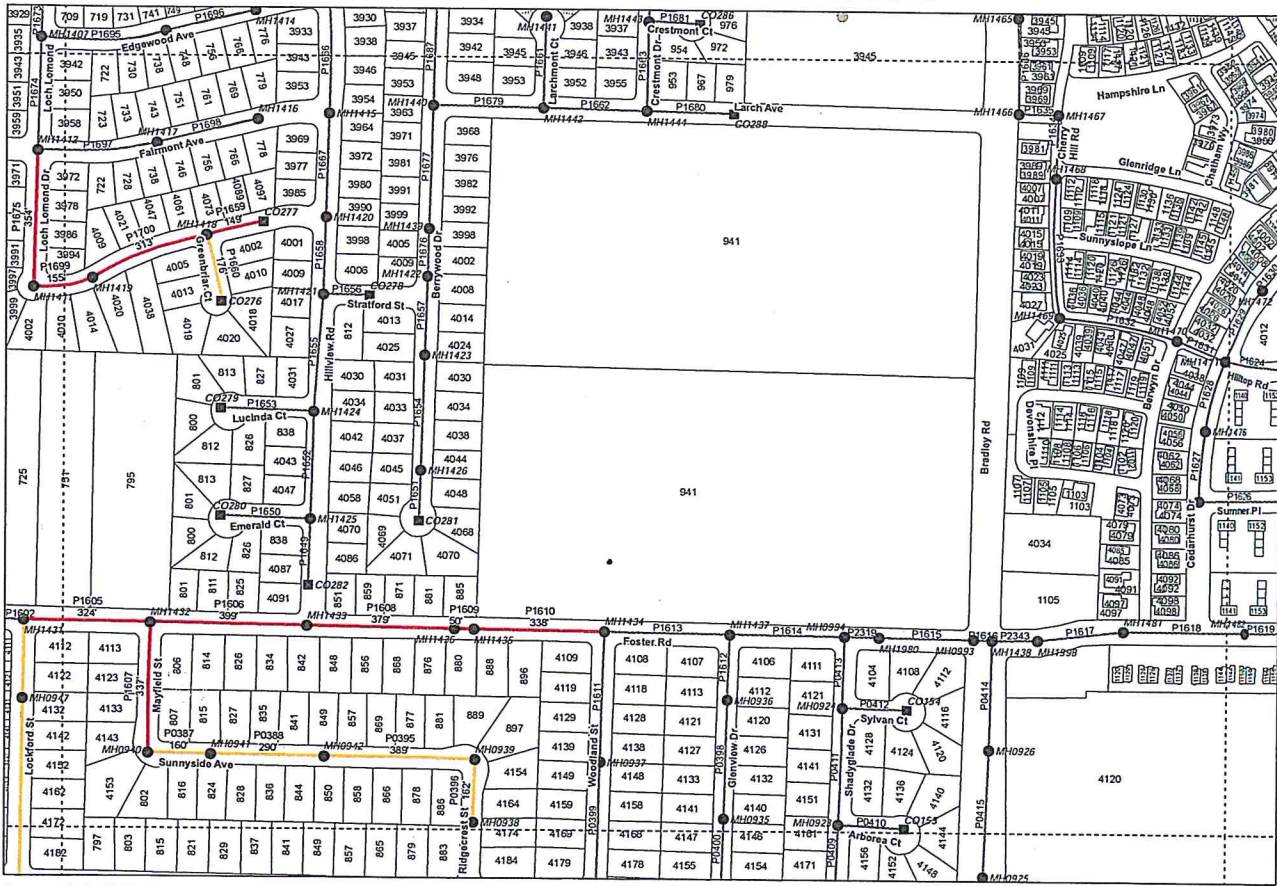


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LCSD - DUKE'S ROOTS 2016



LCS D - DUKE'S ROOTS 2016



Legend

- LCS D PIPE
- LCS D MH
- LCS D CO
- - - PRIVATE PIPE
- PRIVATE MH
- - - Grid Lines

To be Treated

- 6" (Yellow line)
- 8" (Red line)
- 12" (Blue line)

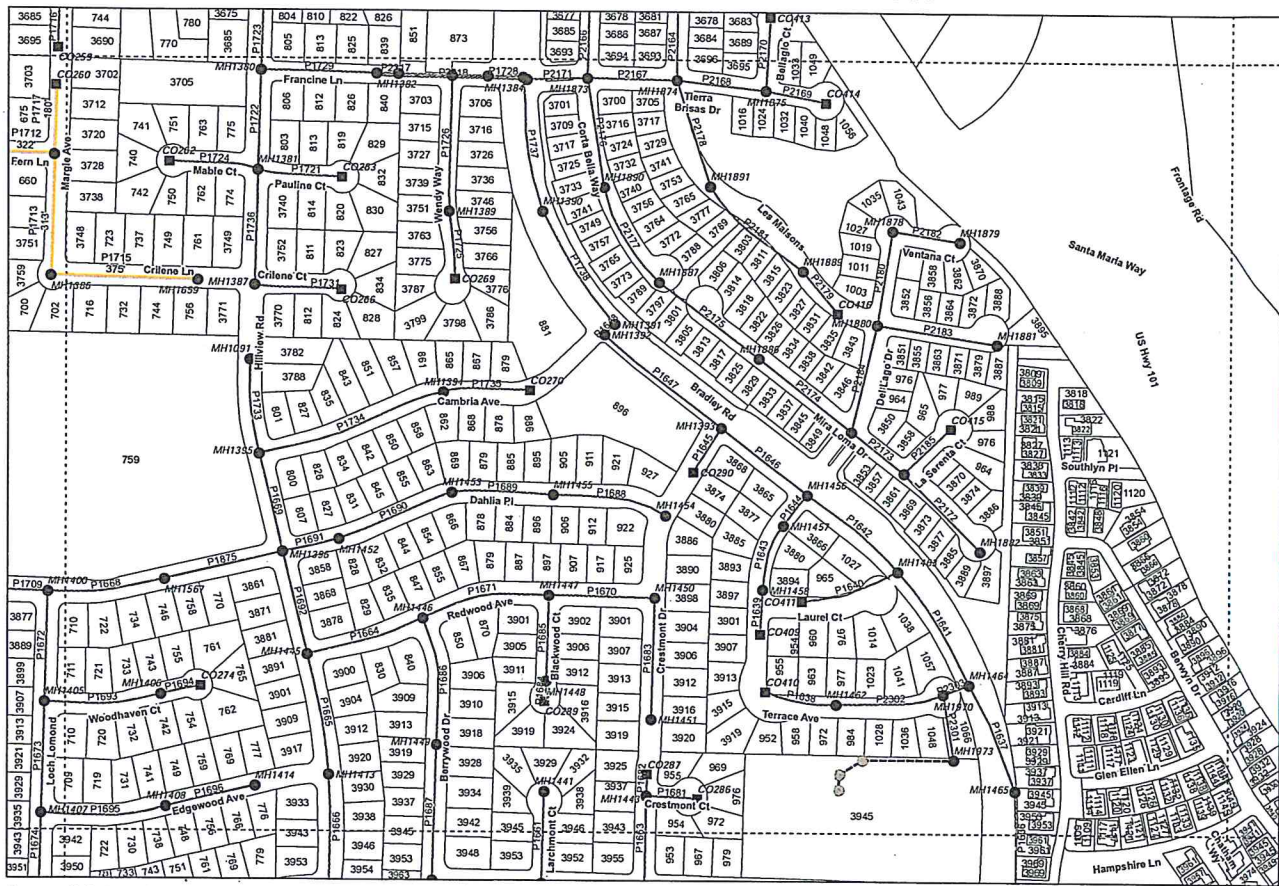
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17 - 4	17 - 1
17 - 3	17 - 2

24	23	22	21
25	14	15	16
13	12	11	10
	05	06	07
	04	03	02

LCSD - DUKE'S ROOTS 2016



- Legend**
- LCSD PIPE
 - LCSD MH
 - LCSD CO
 - - - PRIVATE PIPE
 - PRIVATE MH
 - ⋯ Grid Lines
- To be Treated**
- 6" (Yellow line)
 - 8" (Red line)
 - 12" (Blue line)

0 125 250 Feet

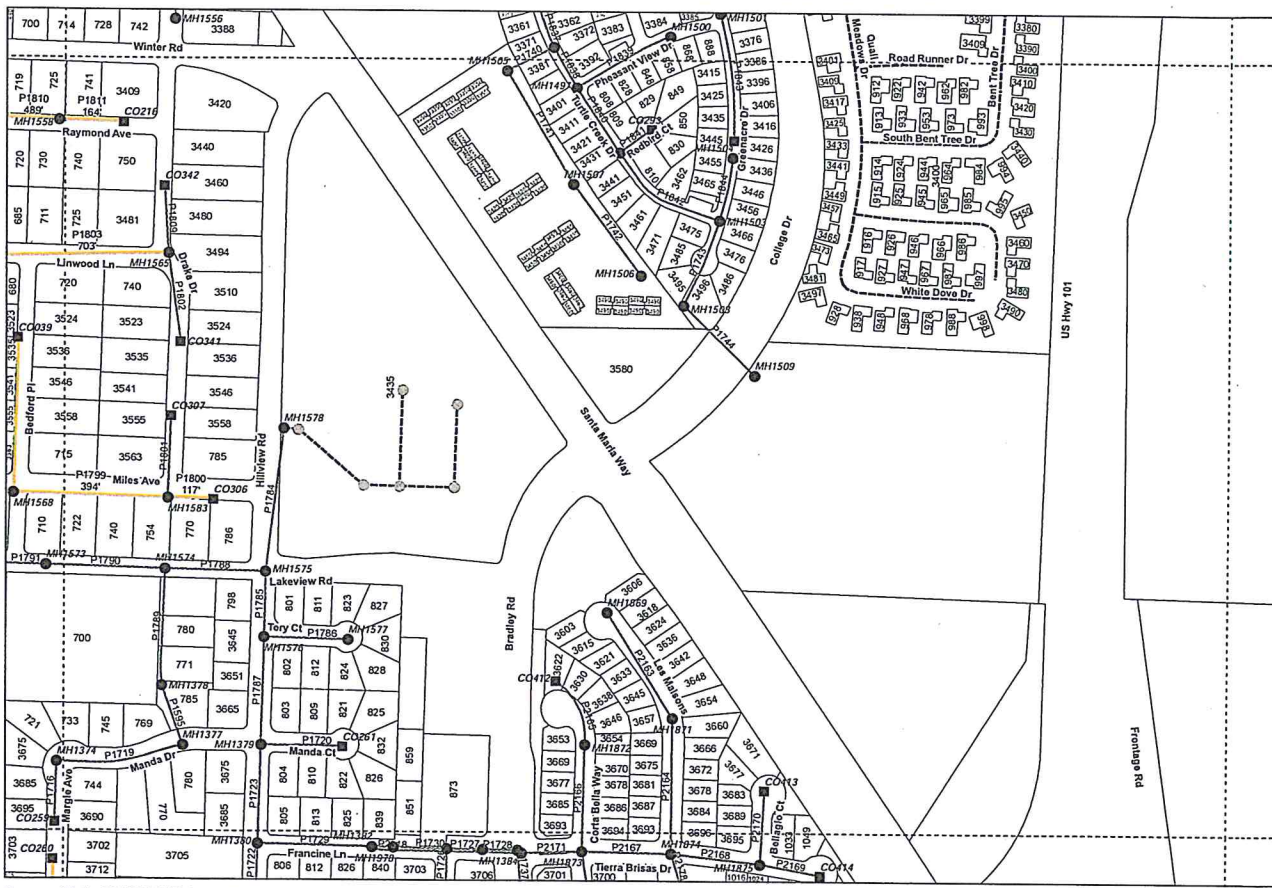
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17 - 4	17 - 1
17 - 3	17 - 2

24	23	20	19
25	14	15	16
13	12	11	10
05	06	07	08
04	03	02	01

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LCSD - DUKE'S ROOTS 2016



Legend

- LCSD PIPE
- LCSD MH
- LCSD CO
- - - PRIVATE PIPE
- PRIVATE MH
- ⋯ Grid Lines

To be Treated

- 6"
- 8"
- 12"

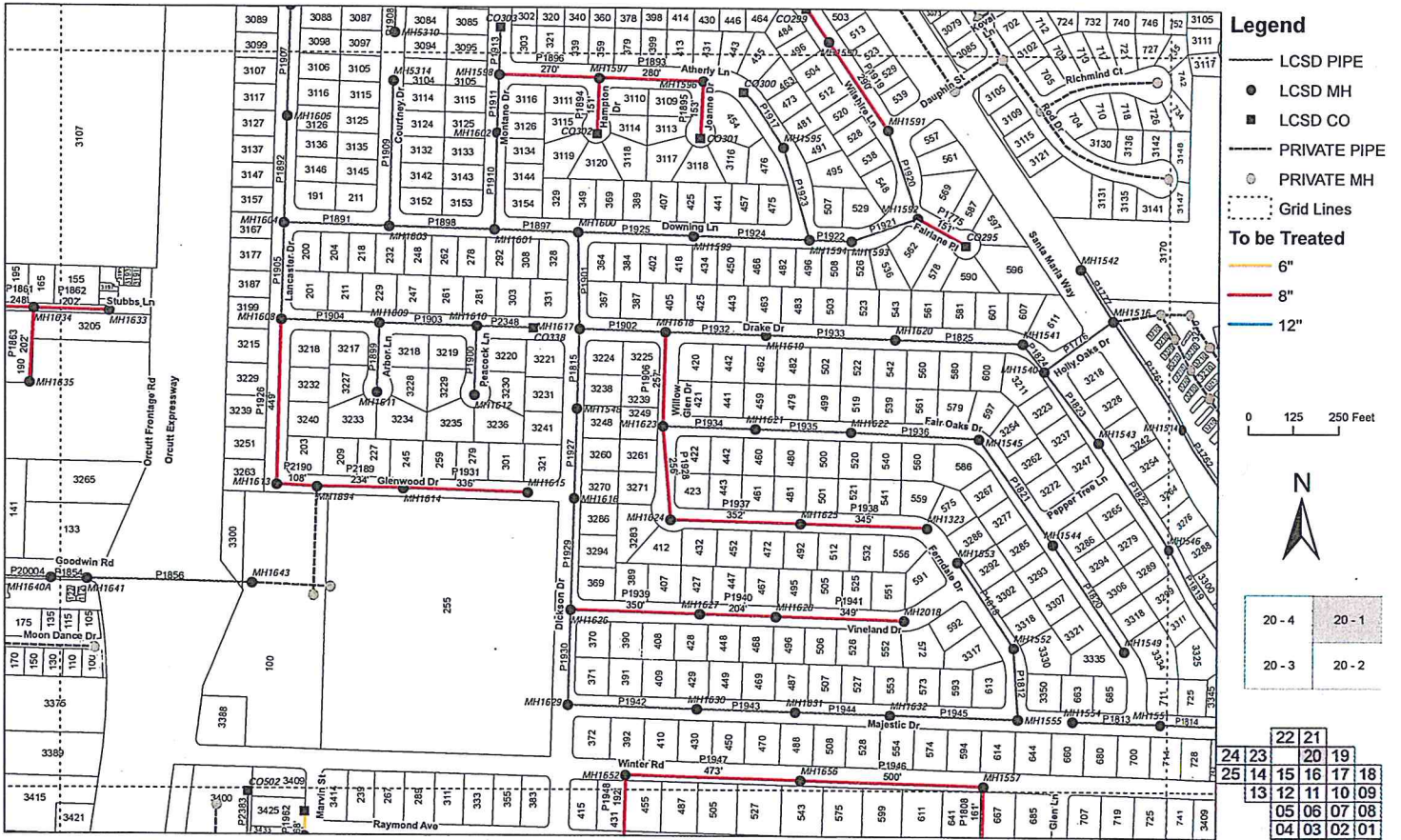
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N

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19 - 3	19 - 2

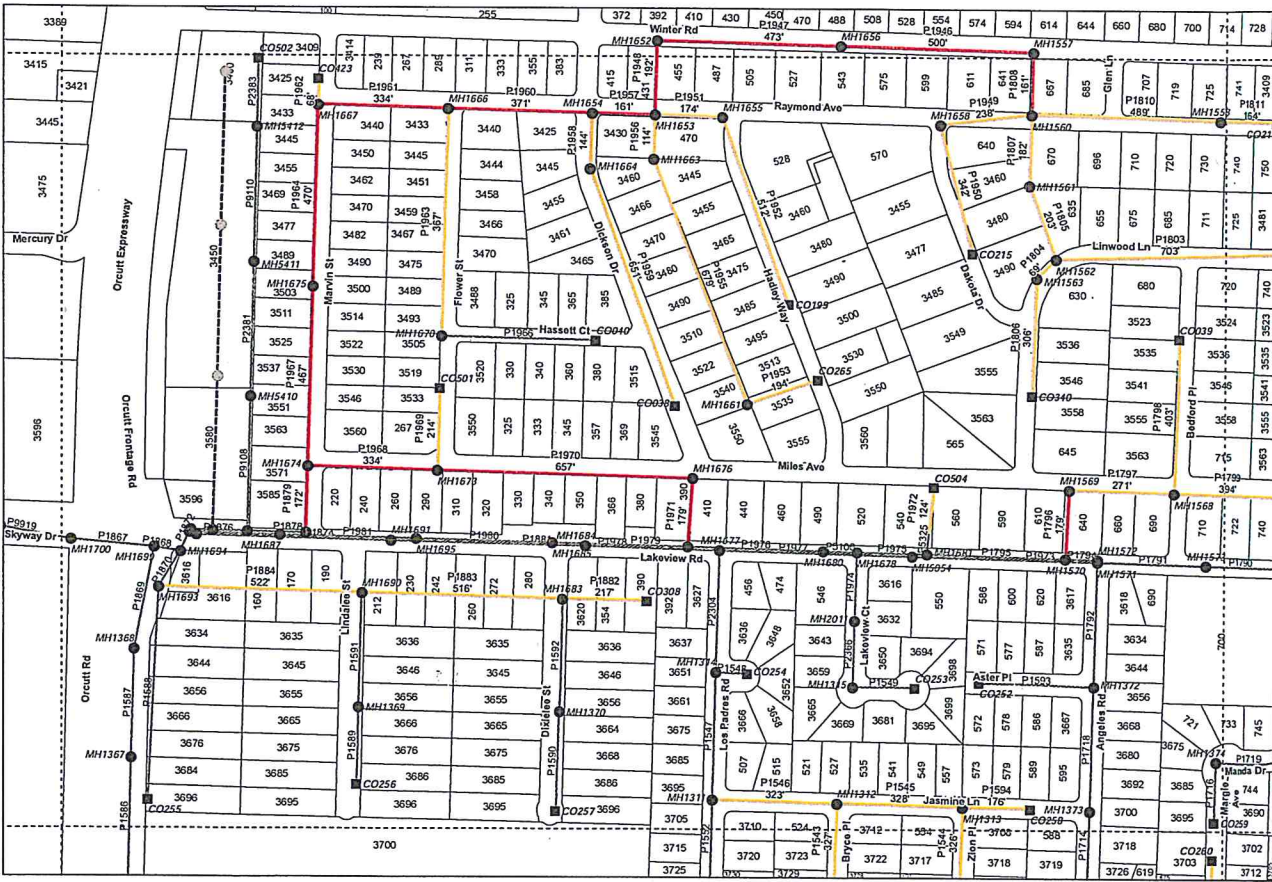
	22	21			
24	23	20	19		
25	14	15	16	17	18
13	12	11	10	09	
	05	06	07	08	
	04	03	02	01	

LCS D - DUKE'S ROOTS 2016

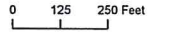
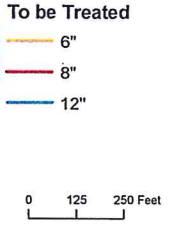


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LCSO - DUKE'S ROOTS 2016



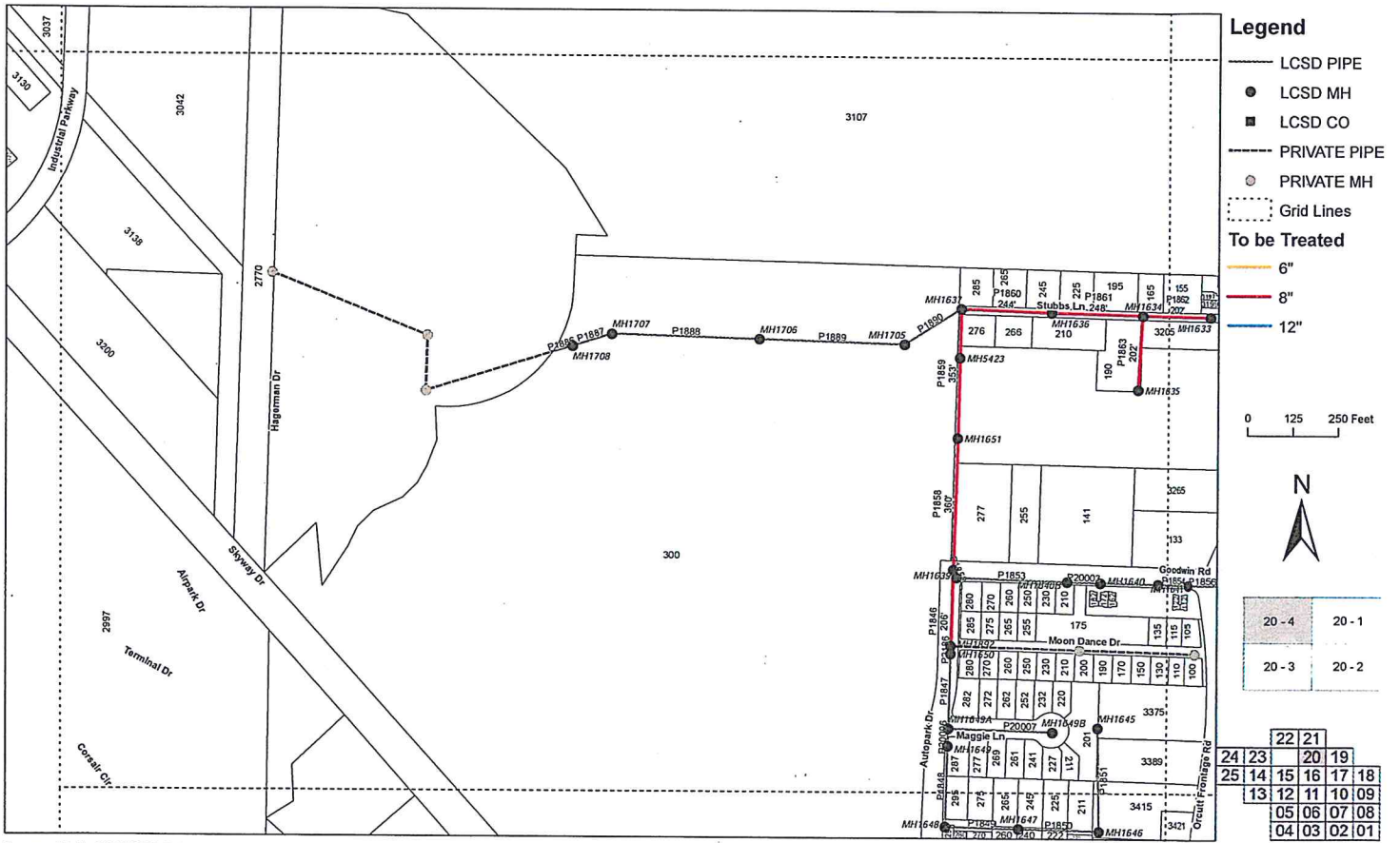
- Legend**
- LCSO PIPE
 - LCSO MH
 - LCSO CO
 - - - PRIVATE PIPE
 - PRIVATE MH
 - - - Grid Lines



20 - 4	20 - 1
20 - 3	20 - 2

24	23	22	21
25	14	15	16
13	12	11	10
05	06	07	08
04	03	02	01

LCSD - DUKE'S ROOTS 2016



LCSD - DUKE'S ROOTS 2016



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- Legend**
- LCSD PIPE
 - LCSD MH
 - LCSD CO
 - - - PRIVATE PIPE
 - PRIVATE MH
 - Grid Lines
- To be Treated**
- 6" (Yellow)
 - 8" (Red)
 - 12" (Blue)

0 125 250 Feet



21 - 4	21 - 1
21 - 3	21 - 2

22	21	20	19
24	23	15	16
17	18	10	09
13	12	11	08
05	06	07	08
04	03	02	01

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$120,000.
- 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.
- C. Monthly, CONTRACTOR shall submit to the DISTRICT DESIGNATED REPRESENTATIVE an invoice or certified claim on the Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. DISTRICT REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. DISTRICT shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. DISTRICT's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of DISTRICT's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

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

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless DISTRICT 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 DISTRICT on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to DISTRICT's active as well as passive negligence but does not apply to DISTRICT's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify DISTRICT 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 DISTRICT 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 DISTRICT.

B. Other Insurance Provisions

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

1. **Additional Insured** – DISTRICT, 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 DISTRICT, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the DISTRICT, 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 DISTRICT.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the DISTRICT 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 DISTRICT 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 DISTRICT. The DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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, DISTRICT 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 DISTRICT 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 DISTRICT is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – DISTRICT 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 DISTRICT 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 DISTRICT.