

**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation (with attached Schedule of Fees)**

**TEPUSQUET ROAD LOW WATER CROSSING REPLACEMENT**

**COUNTY OF SANTA BARBARA AGREEMENT WITH QUINCY ENGINEERING, INC.**

**DESIGN AND ENVIRONMENTAL SERVICES AS DESCRIBED IN THE FOLLOWING PAGES OF THIS EXHIBIT**

**ATTACHMENT B-1      SCHEDULE OF FEES**  
**ATTACHMENT B-2      PHASE I BUDGET**

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed TWO HUNDRED AND NINETEEN THOUSAND dollars (\$ **219,000.00**).

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) and in **Attachment B2** (Phase I Budget). 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 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 presentation.

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.

# Quincy Engineering, Inc.

## Year 2006 Hourly Rates

Rates are effective January 1, 2006 through December 31, 2006

<u>Labor by Classification</u>	<u>Hourly Rate</u>
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Principal Engineer/ Project Manager	\$42-64
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Senior Engineer / Project Engineer Resident Engineer	\$40-64
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Senior Engineer / Design Engineer	\$40-64
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Associate Engineer / Bridge Representative	\$30-52
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Assistant Engineer	\$22-37
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Engineering Assistant	\$14-27
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Engineering Detailer/ Draftsman	\$17-37
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Drafting Technician	\$14-27
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Administrative Assistant	\$16-30
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Office Support Staff	\$10-20
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<u>Overhead</u>	<u>168%</u>
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<u>Other Direct Costs</u>	<u>Rate</u>
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Office Computer & Software	Included in Overhead
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Phone/Fax	Included in Overhead
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Reproduction (in office)	Included in Overhead
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Reproduction (vendor)	Cost
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Delivery	Cost
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Car Mileage	\$0.475 per mile
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Other Travel	Cost
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Subconsultants	Cost
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Short Term Per Diem	\$135 per day
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Long Term Per Diem	\$1950 per month
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Pickup Truck	\$1200 per month
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Field Computer/Printer	\$180 per month
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Cellular Phone	\$120 per month
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Misc.	Cost
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<u>Fee</u>	
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Labor + Overhead	12-15%
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Other Direct Costs	0-15%
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**Note: Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee. Other Direct Costs to be invoiced at actual cost plus fee.**

# **Avila and Associates Consulting Engineers, Inc.**

## **Hourly Charge Rate Schedule**

### **Personnel Charges**

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

### **Classification**

Project Manager	\$165 /hour
Project Engineer	\$155 /hour
Senior Engineer	\$125 /hour

### **Materials and Services**

Subcontractors, mileage-federal rate, special equipment, and outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.



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**CENTRAL COAST 2005 FEE SCHEDULE  
 FOR CONSULTING SERVICES**

<b>PROFESSIONAL STAFF</b>	<b>HOURLY RATE</b>
Principal Consultant .....	\$ 185
Principal .....	160
Associate .....	130
Senior Professional .....	120
Project Professional II .....	105
Project Professional I .....	100
Staff II Professional .....	85
Staff I Professional .....	75

**TECHNICAL AND OFFICE STAFF**

Field Technician/Inspector – Non-Prevailing Wage, Straight Time .....	75
Field Technician/Inspector – Prevailing Wage, Straight Time .....	85
Laboratory Technician .....	65
GIS Technician/CADD Operator .....	85
Technical Assistant/Illustrator .....	80
Word Processor/ Clerical .....	60
Office Assistant .....	45

*Overtime Rates for Technical and Office Staff:*

- a. Saturday or over 8 hours/day during weekdays..... 1.3 x straight time
- b. Sundays/holidays..... 1.5 x straight time
- c. Swing or graveyard shift premium..... 1.2 x straight time

Fees for expert witness preparation, testimony, court appearances,  
 or depositions will be billed at the rate of \$280 per hour.

**OTHER DIRECT CHARGES**

Subcontracted Services .....	Cost Plus 15%
Outside Reproduction .....	Cost Plus 15%
Outside Laboratory .....	Cost Plus 15%
Out-of-Pocket Expenses .....	Cost Plus 15%
Travel and Subsistence .....	Cost Plus 15%
Pickup Trucks and Basic Sampling Equipment .....	\$100/day

Report reproduction and data reporting costs per staff hourly rates  
 Fee schedule is subject to revision periodically

**LABORATORY AND FIELD SOIL TESTING FEES** .....See Separate Schedule



## LABORATORY AND FIELD SOIL TESTING FEES

### CLASSIFICATION TESTS

Moisture or Water Content (ASTM D2216) .....	\$ 5
Water Content with Visual Classification (ASTM D2216/D2) .....	\$ 10
Plastic and Liquid (Atterberg) Limits (ASTM D4318)....	\$ 85
Liquid Limit Only (ASTM D4318) .....	\$ 50
Shrinkage Limit (ASTM D427) .....	\$ 85
Specific Gravity (ASTM D854) .....	\$ 75
Organic Content (ASTM D2974) .....	\$ 65
Solubility in Hydrochloric Acid (ASTM D2488) .....	\$ 45
Micro Examination (ASTM D2488) .....	\$ 55
Rock Classification (ASTM D2488).....	\$ 55
Total and Dry Densities (with moisture content) (ASTM D2937).....	\$ 20
Maximum and Minimum Densities (ASTM D4253, ASTM D4254) .....	\$ 250
Sieve Analyses (ASTM D422) .....	\$ 75
Percent Passing #200 Sieve (ASTM D1140) .....	\$ 50
Hydrometer Analyses (ASTM D422) .....	\$ 95
Sieve and Hydrometer (ASTM D422) .....	\$ 155

### VOLUME CHANGE TESTS

Incremental Consolidation, max 12 Loads (16 tsf max) With Final Rebound (ASTM D2435) .....	\$ 250
Back Pressured Test .....	\$ 95
Collapse or Swell Measurement .....	\$ 75
Loads Increments Beyond 16 tsf, per increment .....	\$ 35
Constant Rate of Strain Consolidation, to 32 tsf max: With Final Rebound (ASTM D4186) .....	\$ 375
With Intermediate Rebound and Reload .....	\$ 440
Expansion Index .....	\$ 130
Swell Pressure and Percent Swell (ASTM D4546) .....	\$ 230

### EARTHWORK TESTS

Standard Proctor, 3 point (ASTM D698).....	\$ 125
Modified Proctor, 3 point (ASTM D1557, CAL 216) ....	\$ 150
Check Point .....	\$ 75
Sand Equivalent (ASTM D2419).....	\$ 75
R-Value (ASTM D2844) .....	\$ 260
CBR (One Point) (ASTM D1883).....	\$ 360
Surcharge for Sample with Admixture .....	\$ 65

### STATIC STRENGTH TESTS

Hand Penetrometer .....	\$ 5
Torvane .....	\$ 5
Schmidt Hammer .....	\$ 5
Miniature Vane (ASTM D4648).....	\$ 20
Miniature Vane, with residual .....	\$ 30
Triaxial Unconfined Compression, Soil (ASTM D2166) \$	100
Triaxial Unconfined, Rock (ASTM D2938).....	\$ 105
Triaxial Unconsolidated Undrained (ASTM D2850) .....	\$ 105
Triaxial Consolidated Drained	
Single Stage .....	\$ 450
Multi-Stage .....	\$ 790
Triaxial Consolidated Undrained (w/pore pressure)	
Single Stage (ASTM D4767).....	\$ 450
Multi-Stage .....	\$ 790
Direct Shear, CU, 3 points (ASTM D3080).....	\$ 270
Direct Shear, CU, 3 points (ASTM D3080) with residual measurements.....	\$ 330

### SIMPLE SHEAR TESTS

Direct Simple Shear, Constant Rate of Strain .....	\$ 525
Cyclic Direct Simple Shear, to 500 cycles, three stress or strain levels.....	\$ 1,250
Additional Cycles .....	\$ 150
Additional Stress Level .....	\$ 150
Post-Cyclic Direct Simple Shear .....	\$ 150

### OTHER TESTS

Soil Chemistry for Corrosion (pH, chloride, sulfate, resistivity).....	\$ 140
Constant/Falling Head Permeability.....	\$ 250

### CONCRETE AND ASPHALT

Concrete Compression Tests .....	(set of 3) \$ 60
Hold or Additional Test .....	\$ 20
Cylinder Molds with Lids .....	\$ 5
Mortar or Grout Cube Compression Tests .....	\$ 20
Concrete Core/Gunite Compression Tests.....	\$ 65
Durability per Fraction .....	\$ 175
Cleaness Value .....	\$ 130
Stabilometer Value .....	\$ 130
Lab Compacted Unit Weight (ASTM D1560, Cal 308A), each.....	\$ 110
Asphalt Concrete Extraction and Sieve .....	\$ 300

### MISCELLANEOUS LABORATORY CHARGES

Special Processing or Trimming .....	per personnel rates
Extrude Tube Sample and Visual Classification .....	\$ 35
Sample Tube Cutting, each cut.....	\$ 25
X-Ray of Tube Sample .....	\$ 60
Hand-trimmed Specimen (reducing diameter) .....	\$ 45
Photograph of Sample.....	\$ 45
Additional Copies of Photographs.....	Cost + 15%

### NOTES:

- 1) Rates for other tests and test variations can be furnished on request.
- 2) Multi-stage strength tests consist of 3 confining pressures.
- 3) Rush assignments requiring overtime are subject to a 25% surcharge.
- 4) Testing for contaminated samples (EPA Level C & D) will be invoiced at 1.5 times listed rates.
- 5) Sample shipment or other outside costs at Cost + 15%.
- 6) Samples will be discarded 30 days after completion of testing unless otherwise specified.

**URS Corporation**  
**Santa Barbara Office**  
**2005 SPECIAL SCHEDULE OF FEES AND CHARGES**  
**Local Government and Special Agencies**

The following describes the basis for compensation for services performed for local municipalities, counties, and special agencies. The schedule of fees and charges will remain in effect for the duration of the contract period until the end of 2005. URS reserves the right to adjust the fees and charges on January 1, 2006 to reflect merit and economic salary increases that may have occurred during the contract period.

**PERSONNEL CHARGES**

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Unit Priced Hourly Rates set forth below for the labor classifications indicated.

<u>Job Step</u>	<u>Description or Classification</u>	<u>Rate</u>
ADM1, 2	Clerical	35
ADM3, 4	Senior Clerical	45
CLE1,2	Clerical	35
CLE3, 4, 5	Clerical	45
TEC1, 2	Drafter/Technician	65
TEC3	Senior Drafter/Technician/GIS	90
SCI1, ENG1, PRO1	Staff Scientist/Engineer/Planner	75
SCI2, ENG2, PRO2	Senior Staff Scientist/Engineer	90
SCI3, ENG3, PRO3	Project Scientist/Engineer	110
SCI4, ENG4, PRO4	Senior Project Scientist/Engineer	125
SCI5, ENG5, PRO5	Senior Consulting Scientist/Engineer	135
MGR2	Senior Project Manager	145
EXE1	Principal	165

Charges for contract personnel under URS supervision and using our facilities will be made according to the hourly rate corresponding to their classification.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time hourly rate. Overtime by non-exempt personnel (classifications identified with an asterisk "\*"\*) will be charged at 1.3 times the above hourly rate.

Special project accounting reporting and financial services, including submission of invoice support documentation, will be charged at the rate of a clerk.

**URS LABORATORY SERVICES**

The charges for laboratory testing performed at URS facilities are set forth in the Schedule of URS Laboratory Testing Charges.

**OTHER PROJECT CHARGES**

**Subcontracts, Expenses, and Equipment Rental**

The cost of services subcontracted by URS to others and other costs incurred by URS will be charged at cost.

**Communications**

The cost of communications for office telephone, telex, facsimile, postage, and incidental copying costs will be charged at cost.

**Computers**

The charge for in-house network computers is \$7.00 per hour. The charge for use of Computer-Aided Design and Drafting (CADD), graphics generation, modeling applications and similar technical computing is \$25.00 per hour. The charge for use of the Geographic Information System (GIS) is \$35.00 per hour; the cost for Mini-Computers is \$50.00 per hour.

In addition to the above, there will be a charge of \$40 for each E size paper plot, \$30 for each D size paper plot, and \$20 for each C size paper plot generated by the CADD and GIS systems.

**Document Reproduction**

In-house reproduction will be charged at \$.10 a page for black & white and \$1.50 a page for color for letter, legal, and 11 x 17 size copies. Other size document copying will be charged at \$2.75 a page.

**Vehicles and Mileage**

Field vehicles (pick-ups, vans, trucks, etc.) used on project assignments will be charged at \$75.00 per day. The mileage charge for personal autos will be the then current mileage rate established by the Internal Revenue Service, which is now \$.405 per mile.

**Specialized Equipment**

The use of specialized URS equipment will be the fixed rental rates set forth in the Schedule of URS Specialized Equipment Charges.

*This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.*

# HUITT-ZOLLARS

## WESTLAKE VILLAGE

### 2005 HOURLY RATE SHEET

#### Engineering/Architecture

Principal-In-Charge. . . . .	\$ 175.00
Sr. Project Manager. . . . .	\$ 155.00
Project Manager. . . . .	\$ 135.00
Sr. Civil Engineer . . . . .	\$ 125.00
Civil Engineer. . . . .	\$ 110.00
Engineer Intern . . . . .	\$ 90.00
Sr. Designer. . . . .	\$ 125.00
Designer. . . . .	\$ 90.00
Sr. CADD Technician. . . . .	\$ 120.00
CADD Technician. . . . .	\$ 90.00

#### Construction

Construction Manager. . . . .	\$ 120.00
Resident Engineer. . . . .	\$ 100.00
Resident Project Representative . . . . .	\$ 85.00

#### Administrative

Project Support. . . . .	\$ 75.00
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#### Survey

Sr. Project Surveyor. . . . .	\$ 125.00
Project Surveyor. . . . .	\$ 110.00
Surveyor Intern. . . . .	\$ 70.00

#### Survey Crews

1-Person Survey Crew. . . . .	\$ 115.00
2-Person Survey Crew. . . . .	\$ 185.00
3-Person Survey Crew. . . . .	\$ 230.00
1-Person Survey Crew-GPS. . . . .	\$ 125.00
2-Person Survey Crew-GPS. . . . .	\$ 200.00
3-Person Survey Crew-GPS. . . . .	\$ 270.00

#### Reimbursable Expenses

Consultants. . . . .	Cost + 10%
Other Direct Costs. . . . .	Cost + 10%
Mileage. . . . .	\$0.485/mile

**2005 HOURLY RATE:**

Mary Harrington/Principal

\$70/Hour



Project Name: **Santa Barbara County - Tepusquet Road Bridge over Sisquoc River**  
**Phase 1 Budget**  
 County Project Number: **862248**  
 Date: **12/21/2005**

<b>Direct Labor:</b>	<u>\$25,850.72</u>
<b>Overhead (1.68):</b>	<u>\$43,429.21</u>
Escalation for Multi-Year Project (5.0%):	<u>\$3,464.00</u>
Subtotal:	<u>\$72,743.93</u>

**Subconsultant Costs:**

(1). Fugro West:	<u>\$19,000.00</u>
(2). Huitt-Zolars:	<u>\$31,840.00</u>
(3). Avila & Associates:	<u>\$23,740.00</u>
(4). URS:	<u>\$46,090.00</u>
(5). CCD:	<u>\$9,800.00</u>
(6). :	<u>                    </u>
<b>Subconsultant Subtotal:</b>	<u>\$130,470.00</u>

**Other Direct Costs:**

Travel (4 round trips)	3440 @ \$0.405 per mi.	<u>\$1,393.20</u>
Phone/Fax		<u>\$0.00</u>
Delivery		<u>\$250.00</u>
	Printing: Blue Line	<u>\$0.00</u>
	Vellum - 33 sheets	<u>\$0.00</u>
	8 1/2 X 11	<u>\$0.00</u>
	11 X 17	<u>\$0.00</u>
Misc.		
(1). Short-Term Per Diem(4 meetings 2 people \$140 ea):		<u>\$1,120.00</u>
(2). Public Meeting Displays:		<u>\$1,500.00</u>
(3). :		<u>                    </u>
<b>Direct Cost Subtotal:</b>		<u>\$4,263.20</u>

<b>A =</b>	<u>\$72,743.93</u>
<b>Fixed Fee (15.0%):</b>	<u>\$10,911.59</u>
<b>B+C =</b>	<u>\$134,733.20</u>

<b>TOTAL =</b>	<u><b>\$218,388.71</b></u>
<b>Say</b>	<b>\$219,000.00</b>

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 168% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

#### INDEMNIFICATION

##### Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

##### Indemnification pertaining to Professional Services:

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

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."*

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.