

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and RRM Design Group with an address at 3765 S. Higuera St., Suite 102, San Luis Obispo, CA 93401 (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

Christian Doolittle at phone number (805) 803-8777 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jeff Ferber at phone number (805) 543-1794 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: Christian Doolittle, 620 W. Foster Road, Santa Maria, CA 93455, FAX: (805) 803-8777, EMAIL: cdoolit@countyofsb.org

To CONTRACTOR: Jeff Ferber, 3756 S. Higuera St, Suite 102, San Luis Obispo, CA 93401, FAX: (805) 543-4609, EMAIL: JCFerber@rrmdesign.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 COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on April 17, 2020 and end performance upon completion, but no later than June 30, 2025 unless otherwise directed by COUNTY or unless earlier terminated. This Agreement cancels, nullifies, and supersedes Purchase Order No. CN23588 which included a term of April 14, 2020 to June 30, 2021 and an associated Change Order that extended the term to June 30, 2023.

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

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

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

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

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing

unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

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

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. **SURVIVAL**

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

32. **PRECEDENCE**

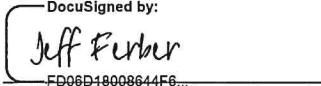
In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

CONTRACTOR SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and RRM Design Group.

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

CONTRACTOR:
RRM Design Group

By: 
FD06D18008644F6...
Authorized Representative

Name: Jeff Ferber

Title: Principal

02/11


COUNTY SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and RRM Design Group.

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


ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

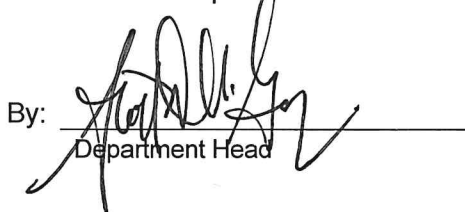
COUNTY OF SANTA BARBARA:

Joan Hartmann

By: 
Chair, Board of Supervisors
Date: 11-29-22

RECOMMENDED FOR APPROVAL:

Scott D. McGolpin
Public Works Department

By: 
Department Head

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Greg Milligan
Risk Management

By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

The following documents are incorporated by reference and shall constitute the Statement of Work for this Agreement:

Exhibit A-1, CONTRACTOR's Proposal of February 20, 2020.

Exhibit A-2, CONTRACTOR's Proposal of Additional Services of October 17, 2022.

Jeff Ferber and Chris Dufour shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

Suspension for Convenience. COUNTY's designated representative may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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February 20, 2020

Transmitted via email: abell@co.santa-barbara.ca.us

Allen Bell
County of Santa Barbara
Planning and Development Department | Long Range Planning Division
123 East Anapamu Street
Santa Barbara, CA 93101

**Re: Santa Claus Lane Landscape Construction Documents
Proposed Scope of Services**

Dear Allen,

RRM Design Group (RRM) is pleased to provide this scope of services to continue the Santa Claus Lane Beach Access and Streetscape Improvement project through construction completion. We have enjoyed working on this project and look forward to moving it further towards completion. Please feel free to reach out with any questions or comments regarding the proposed list of services so that we can tailor it to the County's needs.

PROJECT UNDERSTANDING

RRM has worked with the County of Santa Barbara to develop preliminary 60% construction documents for the landscape improvements along the Santa Claus Lane Streetscape. Engineering plans have been developed separately by MNS Engineering to approximately 60% or further. The County now wishes to complete the construction document bid package and has requested a proposal to take the landscape architecture plans to bid level PS&Es for project implementation. Per County request, we have included an electrical engineer consultant for the bid level electrical plans for lighting for the street and pedestrian crossing.

At this time, RRM does not anticipate significant base changes or updates to modify the streetscape design.

The following scope of services is written with the understanding that RRM's contract will be coordinated through the County's Public Works Department. As such, new meeting tasks are provided for this contract under the assumption the original contract will be closed out.

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Robert Camacho, PE 76597 • Steve Webster, LS 7561 • Jeff Ferber, LA 2844



SCOPE OF SERVICES

Task A: Project Meetings

Subtask A.1: Project Kickoff Meeting

RRM's Project Manager will meet with the project team to get caught up and kick off the final push to create the bid level construction documents. The discussion may include minor base changes and specifications.

Deliverables:

- One (1) kickoff meeting

Subtask A.2: Project Design Team Meetings

RRM Landscape Architecture will meet with the County project team to discuss the project in detail. The purpose of this meeting will be to go over plan check comments and coordinate in further detail between disciplines.

Deliverables:

- Up to two (2) meetings to discuss landscaping plans with project team

Task B: Construction Document Package

Subtask B.1: Construction Documents – Landscape

RRM Landscape Architecture will develop the approved conceptual design plans into a set of biddable construction documents. The construction document package will be provided to the County at 90%, 100%, and final bid set completion levels. The following is a list of anticipated elements to be included as part of the construction document package:

- Irrigation plan – An irrigation plan diagrammatically laying out proposed irrigation equipment based on the County's approved equipment list. RRM will coordinate with maintenance staff on tie-in points. The plan will coordinate adjustment of any existing irrigation equipment based on available as-built data
- Model Water Efficient Landscape Ordinance (MWELo) requirements – RRM will provide a sheet including a hydrozone table and water-use calculations as required per the MWELo
- Planting plan – A plan locating proposed and existing plant material along the street frontage and interior public spaces. The plan will include a plant palette, planting notes, and corresponding details



- CSI Technical Specifications – CSI book specifications for pertinent sections related to the construction document plans. Front end specifications to be provided by the County
- Opinion of Probable Cost – A cost opinion will be provided for landscape components, broken out based on bid line items with unit costs and quantities (Excel format)

Deliverables:

- *Construction document package submitted at 90%, 100%, and final bid stage*

Subtask B.2: Construction Documents – Electrical

RRM's electrical consultant will develop a series of street lighting construction document plan sheets to be included in the County's overall construction document package. Electrical sheets will be provided to the County at 90%, 100%, and final bid set completion levels. The following is a list of anticipated elements to be included as part of the electrical plan sheets:

Electrical Plan Sheet Contents

- New street lighting along Santa Claus Lane per SCE standards
- New pedestrian lighting at new railroad crossing
- New pedestrian lighting at street crossings (where applicable)
- New SCE street lighting connections
- Street roundabout lighting

Electrical Services Provided

- Site review of existing conditions
- Street lighting plans and details (listed above)
- Fixture schedule
- SCE coordination
- Photometric plan

Deliverables:

- *Construction document package submitted at 90%, 100%, and final bid stage*



OPTIONAL TASKS

The following tasks outline a list of optional tasks available to the County should the services be required:

Task C: Construction Support – Landscape Architecture

The following is a list of construction support tasks RRM anticipates may be required in order to assist the County in providing landscape support during the construction process.

Subtask C.1: Bidding Support

RRM will assist the County during the bidding stage of the project. We will respond to Requests for Information (RFIs) and provide supplemental instructions as required. RRM's project manager will provide a pre-bid walk as part of this task.

Deliverables:

- *Pre-bid walk*
- *RFI responses and supplemental instructions*

Subtask C.2: Construction Administration and Observation

Following the award of the general construction contract, RRM Landscape Architecture will provide support during the construction process. RRM will review and respond to RFIs, Change Orders (CO), submittals, and contractor supplied shop drawings. Under this task, RRM will also prepare and issue supplemental instructions as necessary to clarify technical details and prepare preliminary and final punch lists. RRM anticipates up to 15 RFIs as part of this project. As part of this task, RRM's Landscape Architecture project manager will visit the site up to five (5) times during the construction process.

Deliverables:

- *RFIs, CO, submittal reviews, shop drawings responses, supplemental instructions, and general record keeping documents*
- *Up to five (5) landscape architecture site visits to observe the construction process*

Subtask C.3: Record Drawings

Following construction completion, RRM will take the as-built contractor's plan markups and apply the edits to the current design drawings. These record drawings will be provided to the County in electronic PDF format for their files.



Deliverables:

- *Record drawings*

Task D: Construction Support – Electrical

The following is a list of construction support tasks RRM anticipates may be required in order to assist the County in providing electrical support during the construction process.

Subtask D.1: Construction Administration – Electrical

Following the award of the general construction contract, RRM's electrical consultant will provide support during the construction process. The consultant will review and respond to RFIs and submittals.

Deliverables:

- *Response to electrical RFIs and submittal reviews*

Subtask D.2: Record Drawings – Electrical

Following construction completion, RRM's electrical consultant will take the as-built contractor's plan markups and apply the edits to the current design drawings. These record drawings will be provided to the County in electronic PDF format for their files.

Deliverables:

- *Record drawings*

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project, are reimbursed by the Client at actual cost plus 10% to cover its overhead and/or administrative expenses. Reimbursable expenses include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), and renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

Estimated Fee:

- *\$1,500*



SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Topographic survey map
- Engineering plans
- Meetings locations

LIMITATIONS OF SCOPE AND EXCLUSIONS

The following services or tasks are specifically excluded from the scope:

- CEQA and environmental studies (traffic, noise, lighting, etc.)
- Geotechnical services or reports
- Structural engineering (retaining walls)
- Soils fertility testing
- Cost estimates – (Beyond Landscape components)
- Topographic survey
- Traffic signal work
- Off-site plans
- Restroom plans (including lighting)
- Security system design



TASK AND FEE SUMMARY

TASK	DESCRIPTION	FIXED FEE (see footnote)
Task A	Project Meetings	
A.1	Project Kickoff Meeting	\$ 930
A.2	Project Design Team Meetings	\$ 1,860
	<i>Task A Subtotal</i>	\$ 2,790
Task B	Construction Documents Package	
B.1	Construction Documents – Landscape	\$ 19,680
B.2	Construction Documents – Electrical	\$ 8,860
	<i>Task B Subtotal</i>	\$ 28,540
	SUBTOTAL:	\$ 31,330
	Estimated Reimbursable Expenses:	\$ 1,500
	ESTIMATED PROJECT TOTAL:	\$ 32,830

OPTIONAL TASK SUMMARY

TASK	DESCRIPTION	FIXED FEE (see footnote)
Task C	Construction Support – Landscape Architecture	
C.1	Bidding Support	\$ 2,680
C.2	Construction Administration and Observation	\$ 7,440
C.3	Record Drawings	\$ 2,780
	<i>Task C Subtotal</i>	\$ 12,900
Task D	Construction Support – Electrical	
D.1	Construction Administration – Electrical	\$ 1,190
D.2	Record Drawings – Electrical	\$ 860
	<i>Task D Subtotal</i>	\$ 2,050
	ESTIMATED OPTIONAL FEES TOTAL:	\$ 14,950



Fee Footnote

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

Allen, if you have any questions or require clarification of the scope of services or fees outlined above, please do not hesitate to call us. Thank you again for this opportunity.

Sincerely,

RRM DESIGN GROUP

A handwritten signature in black ink, appearing to read 'Chris Dufour', written over a horizontal line.

Chris Dufour, PLA, LEED AP
Project Manager
CA License No.4993

A handwritten signature in blue ink, appearing to read 'Jeff Ferber', written over a horizontal line.

Jeff Ferber
Principal
CA License No.2844

Attachment: Exhibit A-I, Schedule I

EXHIBIT A-1: SCHEDULE 1**Bill Rate Ranges**

Subject to change effective March 1st each year

ARCHITECTURE	
Architect	\$ 95 - \$ 155
Assistant Manager of Architecture	\$ 130 - \$ 195
Design Director	\$ 145 - \$ 235
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Job Captain	\$ 90 - \$ 150
Manager of Architecture	\$ 145 - \$ 255
Project Architect	\$ 110 - \$ 185
Project Designer	\$ 110 - \$ 175
Project Manager	\$ 110 - \$ 185
Senior Architect	\$ 135 - \$ 220
Senior Designer	\$ 135 - \$ 210
Senior Project Manager	\$ 135 - \$ 230

ENGINEERING & SURVEYING	
Construction Inspector	\$ 105 - \$ 155
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 120
Designer III	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 130
Engineer II	\$ 105 - \$ 160
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 150 - \$ 230
Party Chief	\$ 90 - \$ 140
Project Engineer	\$ 125 - \$ 175
Project Manager	\$ 145 - \$ 230
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 115 - \$ 180
Senior Project Engineer	\$ 135 - \$ 225
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 60 - \$ 90
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates

REGULAR	
One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390
PREVAILING WAGE	
One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIORS	
Designer I	\$ 55 - \$ 85
Designer II	\$ 65 - \$ 115
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE	
Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 135
Intern	\$ 45 - \$ 80
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 240
Principal Landscape Architect	\$ 135 - \$ 230
Senior Designer	\$ 105 - \$ 160
Senior Landscape Architect	\$ 110 - \$ 175

PLANNING	
Assistant Planner	\$ 75 - \$ 115
Associate Planner	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Manager of Planning	\$ 145 - \$ 240
Principal Planner	\$ 140 - \$ 230
Senior Planner	\$ 115 - \$ 185

CORPORATE SERVICES	
Accounting Specialist	\$ 60 - \$ 110
Business Development Coordinator	\$ 85 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
Graphic Designer	\$ 80 - \$ 135
Marketing Manager	\$ 110 - \$ 220
Marketing Specialist	\$ 90 - \$ 150
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 135
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80



ADD. SERVICE AUTHORIZATION

Client: County of Santa Barbara Planning and Development Department	Task ID Number: L.1 - L.8, C.1
Project Name: Santa Claus Lane Landscape Construction Documents	Project Number: 1297-02-UR20
Work Requested by: Christian Doolittle	Request Received by: Chris Dufour
Date: Updated October 17, 2022	Date Received: May 2022

Fee Type(s):

Fixed Fee

Time & Materials (T&M)

Chris, the support service tasks below are intended to respond to the County's request for providing a list of potential tasks required for completion of the project. Some tasks listed below may not be required. RRM will move forward on tasks as authorized by the County.

Some tasks (such as construction support) are provided here as we had to utilize those funds during the review and approval process of this agreement in order to keep the project moving forward.

Feel free to reach out to me to discuss this agreement further.

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with the County of Santa Barbara (the "Client") dated April 14, 2020 (the "Prime Agreement") for the project: Santa Claus Lane Landscape Construction Documents (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

GRAPHIC SUPPORT TASKS

Subtask L.1: Colorized Plan View Graphic

RRM will prepare a colorized site plan graphic for presentation purposes to bring to the next SBAR hearing. The plan will include the current base file for the corridor based on the 95% construction documents. The plan will be provided in a high-resolution PDF graphic for reproduction in a 24" x 36" format.



As a companion to the plan, RRM will provide a graphic imagery board to convey design intent on the site features, furnishings, and wall finishes.

Deliverables:

- One (1) colorized plan graphic of project corridor for presentation to the SBAR
- Materials graphic sheet illustrating wall finish, light fixtures, and site furnishings

Fixed Fee:

- \$3,510 (see footnote)

Subtask L.2: Presentation Renderings

RRM will prepare up to two colorized renderings that capture key project areas based on direction from the County. Once vantage points have been confirmed, a 3D computer model will be developed for only the limited areas captured in these views. The renderings will be developed with a bird's-eye perspective vantage point in a graphic style similar to the previous images produced. The graphics will be presented on a large format sheet with a key map to indicate location of the vantage point.

Deliverables:

- Up to two (2) colorized renderings to be included in overall conceptual plan graphics

Fixed Fee:

- \$5,520 (see footnote)

Subtask L.3: SBAR Hearing

RRM's project manager will attend one SBAR hearing to assist in presenting the project to the board and respond to follow up questions regarding the landscape, site furnishings, and finishes associated with the project. This task assumes an in-person style hearing.

Deliverables:

- Attend one (1) SBAR hearing

Fixed Fee:

- \$825 (see footnote)

Subtask L.4: Revisions to SBAR Submittal Documents (Optional)

In the event the SBAR does not grant approval to the project, RRM will provide minor revisions to the submittal documents based on the feedback provided. This task assumes the comments are minor in nature and will not require large redesign.



Deliverables:

- Attend one (1) SBAR hearing

Fixed Fee:

- \$1,750 (see footnote)

Subtask L.5: Additional SBAR Hearing (Optional)

In the event the Board does not grant approval to the project, RRM will provide attendance to an additional hearing to assist in the presentation and respond to questions.

Deliverables:

- Attend one (1) SBAR hearing

Fixed Fee:

- \$850 (see footnote)

Subtask L.6: Construction Documents – Restroom Paving Layout Plan

RRM will develop a site layout plan for the decorative paving proposed at the restroom facility. The plan will include keynote callouts to distinguish the various finishes proposed for the concrete paving. The construction of the sidewalk section will be referenced to the civil plans.

Deliverables:

- Site layout plan sheet for the restroom area to illustrate and detail the paving finishes and materials
- Specification sections for concrete finishes

Fixed Fee:

- \$ 3,800 (see footnote)

Subtask L.7: Construction Documents – Lighting Revisions

RRM will work with its electrical consultant to update the construction document package based on the lighting location revisions requested by the County. This task includes the following tasks:

- Relocate and provide additional streetlights as directed
- Revise circuiting and photometrics
- Remove rooster tail fixture arm as directed
- Provide double headed street light fixture in lieu of rooster tail fixture
- SCE coordination



Deliverables:

- Revised construction documents based on electrical lighting layout revisions

Fixed Fee:

- \$ 4,800 (see footnote)

Subtask L.8: Construction Documents – Public Restroom Revisions

RRM will update the construction documents to reflect the latest footprint to be provided by the County's architect. Planters and pathways will be updated based on the new footprint layout.

Deliverables:

- Revised construction documents based on updated footprint

Fixed Fee:

- \$650 (see footnote)

Subtask C.1: Bidding Support

This existing contracted task will be expanded to replenish the original construction support task in the event that those funds get reallocated for other purposes.

Deliverables:

- Bidding support per deliverables listed in original agreement

Fixed Fee:

- Original fee \$2,680
- Additional fee \$2,750 (see footnote)

Fee Footnote

Fixed fee tasks will be billed as the work progresses until the task is completed, and the total amount stated in the contract for the task is invoiced.

Total Estimated Additional Fees:	<u>\$24,455</u>
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Any work outside the scope of the original agreement between RRM Design Group and the Client, and authorized by the Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

<u>Christian Doolittle</u>	<u>11-4-2022</u>
Sign	Date
<u>Christian Doolittle, Project Manager</u>	
Print Name, Title	

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, up to but not to exceed **\$65,961**, inclusive of \$35,510 that was previously under Purchase Order CN23588 but otherwise cancels, nullifies, and supersedes CN23588.
- 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. On a monthly basis, 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.

Santa Claus Lane Landscape Construction Documents Fee Schedule

October 18, 2022

RRM	Chris Dufour	RRM	Jesse Chavez	RRM	Yuki Igarashi	RRM	John Maloney
	Project Manager		Assistant Designer		Associate Designer		Electrical
	165 \$ per hour		80 \$ per hour		95 \$ per hour		100 \$ per hour

Task L: Graphic Support Tasks		FEE TYPE		
L.1	Colorized Plan View Graphic	FF	\$	3,510
L.2	Presentation Renderings	FF	\$	5,520
L.3	SBAR Hearing	FF	\$	825
L.4	Revisions to SBAR Submittal Documents (Optional)	FF	\$	1,750
L.5	Additional SBAR Hearing (Optional)	FF	\$	850
L.6	Construction Documents - Restroom Paving Layout Plan	FF	\$	3,800
L.7	Construction Documents - Lighting Revisions	FF	\$	4,800
L.8	Construction Documents - Public Restroom Revisions	FF	\$	650
C.1	Bidding Support	FF	\$	2,750

Task L Value: \$ 24,455

Subtotal	\$ 24,455
Reimbursable Expenses	
Estimated Project Total	\$ 24,455

Fee Footnote
Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

Reimbursable Expenses
Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses.

Adjustment to Hourly Billing Rates
RRM reserves the right to adjust hourly rates on an annual basis.



EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts)

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, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

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

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

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

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