

Board Contract Summary

BC

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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	2017/18
D2.	Department Name	Public Works
D3.	Contact Person	Aleksandar Jevremovic
D4.	Telephone	568-3012

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	To perform survey for the Establishment of Montecito survey control network and file a record of survey
K3.	Department Project Number	S977
K4.	Original Contract Amount	\$ 103,895.00
K5.	Contract Begin Date	5/2/2018
K6.	Original Contract End Date	6/30/2018
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	\$ 103,895.00

B1.	Intended Board Agenda Date	May 1, 2018
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	3
B4.	Lowest Bid Amount (if bid)	\$67,480.00
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	none

F1.	Fund Number	0001
F2.	Department Number	054
F3.	Line Item Account Number	7460
F4.	Project Number (if applicable)	S977
F5.	Program Number (if applicable)	5000
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	Monthly

V1.	Auditor-Controller Vendor Number	
V2.	Payee/Contractor Name	Stantec Consulting Service Inc.
V3.	Mailing Address	111 East Victoria Street
V4.	City State (two-letter) Zip (include +4 if known)	Santa Barbara, California 93101
V5.	Telephone Number	805) 308-9157
V6.	Vendor Contact Person	Kenneth "Jim" Wilson
V7.	Workers Comp Insurance Expiration Date	5/1/18
V8.	Liability Insurance Expiration Date	10/1/18
V9.	Professional License Number	LS 7911
V10.	Verified by (print name of county staff)	

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: 4/18/18 Authorized Signature: AJevremovic

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

Attachment B contains the Standard Agreement used by the COUNTY for Technical Services and added clauses by the State Auditors; no changes will be made to the Standard Agreement language. CONSULTANTS are required to review the Standard Agreement and acknowledge their acceptance of the terms of the Standard Agreement language in the space provided below. Failure to acknowledgement acceptance of the Standard agreement language will cause the rejection of the proposal without further consideration.

Brianna Daniels acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent Contractors."

Signature: 

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 Stantec Consulting Service Inc. with an address at 111 East Victoria Street, Santa Barbara, California 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Tenell Matlovsky at phone number (805) 568-3338 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Kenneth "Jim" Wilson at phone number (805) 308-9157 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: Tenell Matlovsky, Public Works, County Surveyor's Office, 123 E. Anapamu St., Santa Barbara, CA 93101, tmatlov@cosbpw.net

To CONTRACTOR: Stantec Consulting Service Inc. 111 East Victoria Street, Santa Barbara, California 93101 Jim.Wilson2@stantec.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 May 2, 2018 and end performance upon completion, but no later than June 30, 2018 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the

increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

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

a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be

subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this

provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. **SECTION HEADINGS**

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

21. **SEVERABILITY**

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

22. **REMEDIES NOT EXCLUSIVE**

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

23. **TIME IS OF THE ESSENCE**

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. **SURVIVAL**

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

32. **PRECEDENCE**

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

33. **REGISTRATION**

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

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Stantec Consulting Service Inc.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Das Williams
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Scott McGolpin
Public Works

CONTRACTOR:

Stantec Consulting Service Inc.

By: 
Department Head

By: Brianna Daniels, P.E.
Authorized Representative

Name: B-D

Title: PRINCIPAL


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:

Ray Aromatorio
Risk Management

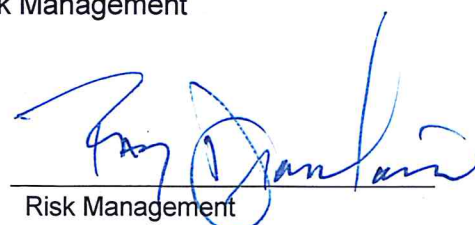
By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR agrees to provide COUNTY surveying services as listed below and CONTRACTOR agrees that work will only commence at the issuance of a written Notice to Proceed by the Public Works Director, or Director's designee.

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

Exhibit A-1, Contractor's Proposal of March 23, 2018.

Exhibit A-2, County's Request for Proposal, issued March 13, 2018.

Jim Wilson 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 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 365 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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EXHIBIT A-1



Stantec Consulting Services Inc.
111 E. Victoria Street, Santa Barbara, CA 93101-2018

March 23, 2018
File: 206481018

Attention: Mr. E. Teñell Matlovsky, PLS
Survey Supervisor
County of Santa Barbara
Public Works Department

Dear Mr. Matlovsky,

Reference: **PROPOSAL FOR THE MONTECITO DISASTER AREA CONTROL NETWORK SURVEY (CONTROL RS)**

The Geomatics department of Stantec Consulting Services Inc. (Stantec), is submitting this proposal and cost estimate for the establishment of a horizontal and vertical control network for the County of Santa Barbara, Public Works Department (County), Montecito Disaster Area Control Network Survey (Control, RS), located in Montecito, California.

SCOPE OF SURVEYING SERVICES

The proposed scope of work is for the establishment of a horizontal and vertical Control Network, meeting the specifications in GNSS Surveying Standards and Specifications, ver. 1.1, a joint publication by California Land Surveyors Association (CLSA) & California Spatial Reference Center (CSRC), dated December 10, 2014. The network encompasses the Montecito Disaster Area as defined in the RFP and attachments. The Control Network will be tied to the CSRN cGPS stations 'COPR', 'P519', 'RCA2', 'P458', and 'CSST', and will be established using the following:

- CSRS Epoch 2017.50 (NAD83) Geodetic Datum, including Latitudes, Longitudes and Ellipsoid Heights (positions).
- North American Vertical Datum (NAVD88) Orthometric Heights derived from the Geoid12B(Conus) hybrid geoid model (elevations).

Having a defined Control Network using the latest CSRS reference datum will allow the County to reconcile the prior surveys to each other and allow the County to evaluate and correct any differences that may occur during reconciliation. This will allow any surveys that are performed after the establishment of the Network to be relative to prior surveys, no matter how they were established. The Network, coupled with a more permanent and stable monumentation system, would allow survey projects to be kept relevant by being part of the Network, even if the surveys have control that is susceptible to deterioration, destruction due to mud slides, construction activities, or values corrupted by ground displacement. This would include prior land survey projects performed using local plane coordinate systems and optical instrumentation.

The proposed Network will be established using a combination of survey methods that may include, but not be limited to, GNSS, cGPS, CORS/SOPAC, conventional total stations, and/or digital levels.

Design with community in mind



March 23, 2018
Mr. E. Teñell Matlovsky, PLS
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Reference: PROPOSAL FOR THE MONTECITO DISASTER AREA CONTROL NETWORK SURVEY (CONTROL, RS)

BENEFITS OF A NEW CONTROL NETWORK

- This proposed establishment of the Montecito Disaster Area Control Network will allow the County to meet State and Federal Jurisdictional Agency requirements for compliance with current and accepted datums, as the National Geodetic Survey (NGS) no longer supports conversions from NGVD29 to NAVD88, and the ellipsoidal basis will be readily useable for applying future gravimetric GEOID models as they are adopted and made available by NGS.
- Any work performed after the establishment of the Control Network would be required to originate from the Control Network, ensuring that all work performed by third party contractors is compliant with the County's required datum and can be easily retraced by other County personnel or their designated contractors.

SURVEY TASKS

Stantec will perform the following tasks for the establishment of a horizontal and vertical Control Network:

- Develop a Risk Management Strategy (RMS) for the project and our survey crew to address recognized or potential safety hazards that may be encountered during the course of field activities. This RMS will be shared and discussed with survey personnel and the crews will conduct a Field Level Risk Assessment at the onset of field work. Their assessment will be reviewed daily and the RMS will be adjusted as needed, based on site and field conditions, throughout the duration of the project to keep the safety of our personnel a top priority.
- Site reconnaissance will be performed in the 70 areas as defined by the County to recover suitable existing monuments, and to establish the best locations for any new Control Network monuments.
- 2" iron pipe monuments will be set at all stations to be newly established, with a domed aluminum disk stamped to designate that the station is a County Control Point, the Point Number of the station, and the PLS number of the professional who will be in responsible charge of this project, Mr. Jim Wilson. In addition to the monuments, a 5-ft. tall orange Carsonite witness post will be installed when possible. Monuments set will be per the required CLSA 2014 specifications.
- A "networked" static survey, tied to the above referenced CSRS cGPS Stations will establish the positions for the set monuments, the pre-existing monuments that are to be included in the Network, NGS or other Agency monuments found on- or off-site, as well as any other monument or benchmark that may be required to complete the Network. Fast Static or RTK methods will not be employed, and it is not anticipated at this time that conventional horizontal measurements will be utilized.

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March 23, 2018
Mr. E. Teñell Matlovsky, PLS
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Reference: PROPOSAL FOR THE MONTECITO DISASTER AREA CONTROL NETWORK SURVEY (CONTROL, RS)

- Differential leveling from selected benchmarks to a portion of the found and/or set monuments will be executed to provide independent verification that orthometric determinations via GNSS are within desired tolerances per the RFP.
- All survey data will be downloaded daily, and daily QC analysis of that data will be performed. Upon the successful completion of the survey measurements, rigorous Least Squares analysis will be performed, encompassing both a minimally constrained adjustment to establish the integrity of the baselines as measured, and a fully constrained adjustment, integrating the measurements into the above referenced CSRC cGPS control stations. Prior to the fully constrained adjustment, a rigorous analysis of the relationships of the above referenced CSRS cGPS stations will be performed, using a 24-hour data set from each station, and any anomalies within those published positions will be noted and discussed with County staff.
- Upon a successful fully constrained adjustment, the various deliverables as requested in the RFP shall be produced and submitted, including Record of Survey.

SURVEY METHODS

This section will describe the equipment and procedures Stantec plans to use for the collection and reduction of GNSS data during the Survey. These procedures are designed to eliminate common systematic errors and to isolate erroneous integer ambiguity solutions of GNSS vectors, thus providing confidence that our measurements meet the stated/required accuracy and are legally defensible.

- **Survey Equipment & Software:** For consistency with all antenna heights, all GNSS carrier phase data will be acquired using Trimble R8, multi-constellation and multi-frequency GNSS receivers running current firmware. Sessions will consist of 4 units, will contain 30-minutes of data collection at a 5-second epoch with a 10-degree horizon. All relevant session information will be stored electronically using Trimble TSC3 data collectors running the latest release of Trimble Survey Access software. In addition to the electronic data, field completed session sheets will be utilized for each session, and multiple photos will be taken of each monument, instrument set-up, and local vicinity. Data processing and adjustment of GNSS data will be performed using Trimble Business Center (TBC) v4.0 or newer software. GNSS receivers will be centered over the reference mark with fixed height, single section GNSS tripods or bi-pods, as conditions allow. Fixed-height rod bubbles will be carefully calibrated prior to the field effort and checked daily throughout the course of the survey for plumb. If, as a last resort, a conventional tripod needs to be utilized, recognizing the critical importance of antenna height measurements in GNSS surveys, Trimble measuring rods will be used to ascertain all slant antenna heights, which will be recorded twice, once in feet and once in meters, for each observation. All antenna set-ups will be made and documented in compliance with the above referenced CSRC/CLSA standards and specifications. Third order differential leveling will be performed using a Trimble Dini Digital Auto-Level and Trimble bar-code invar level rods. Leveling observations will be digitally recorded and adjusted using Trimble Business Center v4.0 or newer office software or Star*Net software.

Design with community in mind



March 23, 2018
Mr. E. Teñell Matlovsky, PLS
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Reference: PROPOSAL FOR THE MONTECITO DISASTER AREA CONTROL NETWORK SURVEY (CONTROL, RS)

- **Static Network Design:** As mentioned above, the five (5) CSRC cGPS stations will serve as the primary controlling stations for the network. To confirm the relationships of the 5 stations from their published positions, a simultaneous 24-hour data-set for each of the 5 points will be downloaded and analyzed prior to their inclusion in the adjustment of this network. Any anomalies within the 5 stations' relationships will be reported to County staff. The 70 stations within the Control Network, either set or recovered, will be positioned using two or three independent static observations of 30 minutes, with minimum 120min. sidereal time offset, as defined within the CSRC/CLSA standards for 0.5cm-2cm vertical accuracy at the 95% confidence level. Sessions will be planned such that each control point will be interconnected by GNSS post-processed vectors to adjacent control points in the same session, in addition to the primary control point network as defined by the 5 CSRC cGPS stations referenced above. This method will provide superior results by including a maximum amount of suitable redundant data. We've found this method ensures that future conventional measurements performed between adjacent stations consistently yield very low residuals, which is an indication of good local accuracy.
- **Vertical verification:** a sampling of control points will be tied to benchmarks via third order differential leveling. This will provide verification on the quality of the geoid model being used. If vertical residuals are higher than expected, a geoid correlation will be considered, to better fit the model to observed gravity conditions. Startec has significant experience doing this, within highly active zones from California to the Aleutian Islands of Alaska. Should a deflection to the Geoid be needed, the PPM deflections and center of deflection will be included within the survey reduction report, along with the constraint parameters and residuals between GNSS derived orthometric heights, and levelling based elevations.

DELIVERABLES

The following deliverables will be thoroughly reviewed for completeness and accuracy before submittal to the County Surveyor's Office.

- A report and Record of Survey that identifies all the monuments used for the Control Network, along with their horizontal and vertical values, will be prepared and submitted to the County, following statutory requirements as listed in the RFP.
- AutoCAD Civil 3D drawing with ortho-imagery background, and control points defined as Civil 3D point objects. Civil 3D point groups, descriptor keys, point styles, point label styles, and point table styles will be utilized so that revisions and/or future updating of the sheet set will be simplified, through importing and exporting of simple ASCII files, and simple updating the various Civil 3D objects. This will minimize the possibility of drafting errors.
- Survey field notes with detailed recovery information, monument setting information, observation information, and relevant field sketches. Field notes will include, but not limited to, Date, Survey Crew, Equipment used and Serial Numbers within the Index. If applicable, Antenna Heights will

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be measured twice, once in feet and once in meters, but it is our intention to utilize single section, Fixed Height tripods or bi-pods at all stations.

- Control table showing reference datums, units, coordinate system (state plane projection), with Point ID, Latitude, Longitude, Ellipsoid Height, Northing, Easting Elevation, Detailed Description, Combined Factor, Convergence, 95% Network Accuracy, 95% Local Accuracy.
- Traverse/GPS Diagrams showing observation vectors between control points and error ellipse/height error at 95% confidence level for adjusted positions.
- Survey Narrative describing the field methods used, processing and adjustment steps, quality control information, and any significant problems encountered throughout the course of the survey.
- Survey Report including table of contents, narrative (see above), control statement, passive mark recovery summary and datasheets, TBC GNSS baseline processing report, TBC GNSS baseline loop closures report, TBC GNSS adjustments; free (NSRS/OPUS checks), Minimally Constrained adjustment, Fully Constrained adjustment; Leveling and Traverse, (if applicable), adjustments (TBC and/or Star*Net), and Coordinate Tables (see above). The report shall be stamped and signed by the California PLS in Responsible Charge.

ASSUMPTIONS

This proposal was based on the following assumptions related to the proposed project:

- Additional requirements by the Client or jurisdictional agency may affect the proposed costs and items above.
- If information depicted on the proposed survey should lead to further investigation by Stantec staff, additional fees may be incurred, and are not included within this Scope of Services. Stantec will handle requests of this nature under separate, written authorization.
- If information depicted on the proposed survey should lead to further investigation by persons not connected to this firm, Stantec will not be held liable for costs associated with or any delays caused by said efforts.

EXCLUSIONS

Items not specifically identified in the Scope of Service sections of this proposal are to be excluded from this work effort and would be considered additional services. Such services would include, but are not limited to, the following:

- Any survey work not identified in the scope above.

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- Additional exhibits or documents not specifically outlined herein.
- Any translations of projects to the new Control Network.

CLIENT TO PROVIDE

- Any specific pre-existing control stations the County wishes to be included in the Control Network, along with their datasheets and/or coordinates identifying their origination and datum.

ESTIMATE

Stantec proposes to complete the above outlined scope of work described for an estimated cost of \$94,450. Work will be conducted on a time and material basis, and invoiced on a Not to Exceed basis. Stantec was notified on December 5th, 2017, that we are currently on the list of the of pre-qualified consultants for the Surveying Service Group category, and we are looking forward to executing a contract with the County for these services based on that determination.

SCHEDULE

Noting the urgent need for this project to be completed and made available for general use, Stantec is essentially able to commence our efforts immediately upon the County's official Notice to Proceed. We will commence our research efforts with the County within 1 to 3 working days of NTP, and will commence our field reconnaissance of the project site within 3 to 5 working days of NTP. We estimate that reconnaissance effort will take 5 working days, utilizing a two-man crew with each individual working independently. Once site reconnaissance has been completed, we will perform the necessary mission planning, and we will have boots on the ground within 12 to 15 working days from NTP. We estimate the GPS observations will take 7 to 9 days, utilizing 2 two-man crews with all four individuals working independently. Our levelling effort will take place within this timeframe, adding no time to the overall duration of our efforts. Additionally, we have budgeted an additional day, if necessary, to perform any re-observations that may be necessary due to sub-standard data. Thus, the field observations should be completed within 19 to 25 working days of NTP.

QC and initial data analysis and adjustment will be taking place daily to insure the eventual quality of our analysis, adjustments, and results. We estimate that once the field measurements have been deemed acceptable, our analysis, adjustments and documentation process will consume 8 to 10 working days. At this point, we are 27 to 35 working days from NTP. Once the analysis, final adjustments, and reporting have concluded, we will commence the preparation of the Record of Survey that will memorialize our efforts. We estimate the preparation of the R.S. should take 3 to 5 working days. Thus, the submittal of deliverables to the County should occur within 30 to 40 working

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days from NTP. Stantec will report our progress to the County on Mondays, in the form of a brief Status Report, which will outline the previous week's activities and our status against the projected schedule.

Stantec appreciates the opportunity to provide ongoing professional services to the County. Please contact me (805) 308-9157 or Tony Cuomo (949) 923-6112 if you have questions or comments on this proposal.

Regards,

Stantec Consulting Services Inc.

Kenneth "Jim" Wilson, PLS
Contract Manager / Principal in Charge
Phone: (805) 308-9157
Fax: (805) 966-9801
Jim.Wilson2@stantec.com

Attachment: Attachment A - Detailed Cost Estimate
Attachment B - Organization Chart

c. Tony Cuomo, Stantec
Ray Mansur, Stantec

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Attachment 'A'

Detailed Cost Estimate

TASK	FEE
GPS Network Survey	
RESEARCH	\$ 2,704
FIELD WORK - RECON	\$ 10,400
MISSION PLANNING	\$ 1,112
FIELD SUPPORT	\$ 5,630
PROCESSING	\$ 5,560
REPORTING	\$ 5,560
MON DATA & RECOVERY SHEETS	\$ 3,336
FIELD WORK - LEVELS	\$ 4,160
FIELD WORK - SESSIONS	\$ 37,440
FIELD WORK - RE-OBSERVATIONS	\$ 4,160
2" PIPES	\$ 550
STAMPED ALUMINUM DISK	\$ 220
CARSONITE & STICKERS	\$ 1,760
PM & COORD	\$ 4,428
SUB TOTAL	\$ 87,019
Record of Survey	
DRAFTING	\$ 3,336
1ST CHECK QA/QC	\$ 1,112
COMMENTS	\$ 1,112
MYLARS	\$ 1,112
PM & COORD	\$ 758
FEES	\$ 550
SUB TOTAL	\$ 7,430
<u>GRAND TOTAL</u>	<u>\$ 94,450</u>

Attachment 'B' Organization Chart

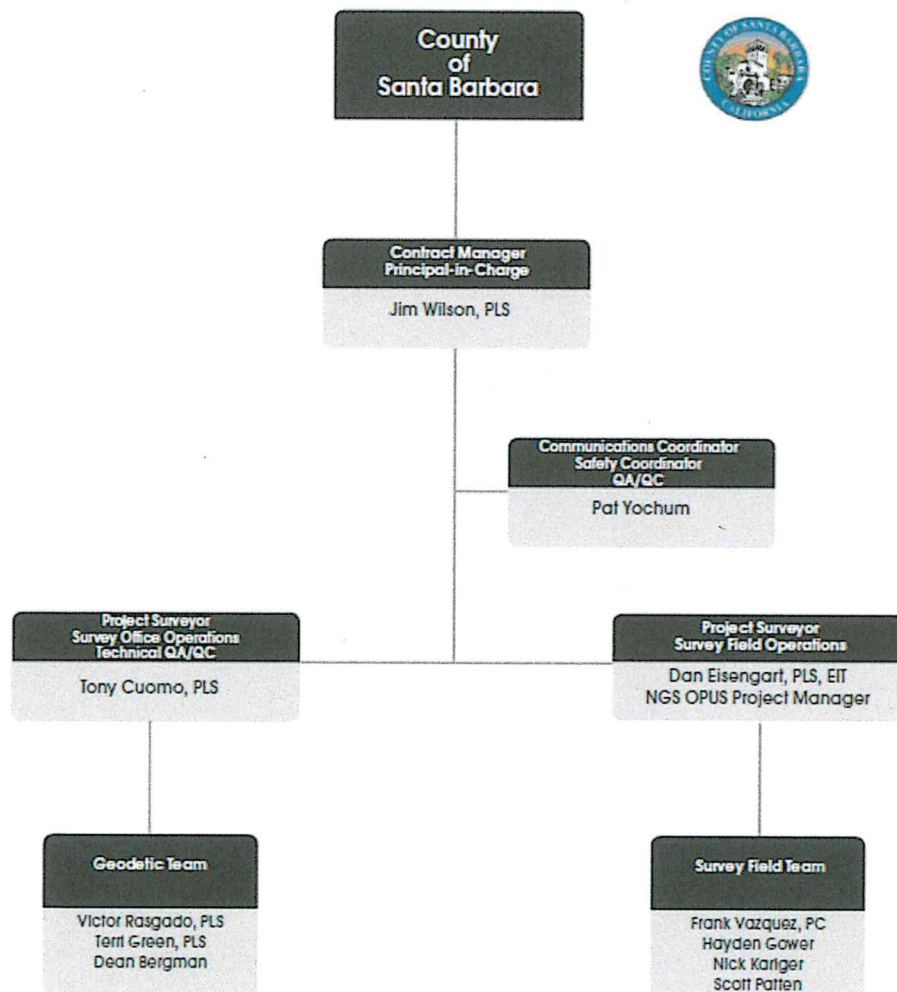


EXHIBIT A-2

Request for Proposal:

Project Title: Montecito Disaster Area Control Network Survey (CONTROL, RS)

Purpose:

The purpose of this survey is to produce a Survey Control Network needed for the Montecito area affected by the Thomas Fire and Debris Flow disaster area. The proposed control network is intended to be used to perpetuate historic monuments and lines used to control the area. The Survey Control Network for the Montecito area will provide spatial reference information and bench marks needed for flood certificates and for height modernization of the area, which will be recommended for private and public surveys to tie to. Given the size and complexity of the project area, the survey should be accomplished by Static GPS survey, supplemented by fast static GPS and conventional optical ground survey work as necessary. Network Real Time Kinematic GPS methods if proposed may be considered, if repeatable statistically reliable tolerances can be achieved.

Control Network Limits:

- East Boundary: approximate location (Casitas Pass Road HWY 150)
- West Boundary: approximate location (Gibraltar Road)
- South Boundary: approximate location (Pacific Ocean coastline)
- North Boundary: approximate location (Camino Cielo Road coastal mountain ridgeline)
- Control point spacing of approx. ½ mile (60-70 Control Points total)

Survey Procedures:

The survey proposal shall include a detailed plan of survey procedures to achieve $\pm 1.0\text{cm}$ horizontal and $\pm 1.5\text{cm}$ vertical accuracy of the network points reported at 95% confidence level. It also shall include detailed descriptions and methods of setting Control Points. The Control Points shall meet specifications recommended in GNSS Surveying Standards and Specifications, ver. 1.1, joint publication by California Land Surveyors Association (CLSA) & California Spatial Reference Center (CSRC) on December 10, 2014. Found online at:

http://csrc.ucsd.edu/docs/CLSA_CSRC_GNSS_Standards_and_Specifications_v1.1.pdf

Additionally, where possible, include intervisible monument pairs tied to the control network within the Montecito Disaster Area Control Network survey limits. Furthermore, any historical monument that is in good condition and observable by GPS methods shall also be included in the survey.

Deliverables:

All deliverables shall be reviewed for completeness and accuracy before acceptance and submittal to County Surveyor's Office. Additionally, the network shall be tied to the to the CSRN cGPS stations and coordinates shall be reported in CSRS Epoch 2017.50 (NAD83), with Orthometric Heights (NAVD88) derived from Geoid Model 12B.

- Itemized cost estimate for proposed services
- Record of Survey filed that documents the established Control Network for the entire area of the specified survey limits in conformance with the California Public Resources Code Sections §§8812-8819, and the California Professional Land Surveyors' Act (Business and Professions Code §§8700-8805)
- AutoCAD Civil 3D (.dwg format or compatible)
- Survey Field Note sheets (control point tables with traverse/GPS diagrams)
- GPS static baseline processing and network adjustment reports
- All project files supporting the survey including but not limited to:
 - data collector job files, raw data collector files, Trimble TBC project files, AutoCAD Civil3D project files, Civil3D importable fieldbook files, point files (.CSV/.TXT)

Details:

Approximate Locations are shown in the attachment maps, and specific locations are to be determined to have as described above as closely as physically possible with cost effectiveness in mind.

18STM1 - Montecito Disaster Area - Survey Planning Map Overview

The map displays the coastal region from Santa Barbara to Carpinteria. A prominent red oval encloses the "Project Site Area," which includes the coastline and adjacent inland areas. Major roads shown include Highway 101 running parallel to the coast and Highway 166 heading inland towards Santa Barbara. The UCSB campus is visible near Santa Barbara, and the Carpinteria community is shown further east. The map includes a grid system for location tracking. In the bottom left, there is a north arrow pointing upwards and a scale bar indicating distances up to 1 mile. The bottom right corner contains a legend with two columns: "Legend" and "Symbol". The legend lists various road types (e.g., Interstate, State Route, Local Road) and other features (e.g., Water, Wetlands, Unimproved Road). An inset map in the bottom right corner provides a broader regional context, showing the project area's location relative to the larger state of California.

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EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount not to exceed \$103,895.00, including cost reimbursements, a base amount of \$94,450.00, and a 10% contingency in an amount not to exceed \$9,445.00.
- 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.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For 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, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by

the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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