

**ORCUTT AND TANGLEWOOD
TRANSIT STOP FURNITURE IMPROVEMENTS
MEMORANDUM OF UNDERSTANDING**

Effective Date: April 30, 2026

This Memorandum of Understanding (“MOU”) is hereby entered into between the County of Santa Barbara, hereinafter referred to as (“the **County**”) and the City of Santa Maria (“**Santa Maria**”), a municipal corporation, collectively referred to as the (“Parties”).

1. Purpose and Intent:

The purpose of this MOU is to define the roles, responsibilities, and commitments for the transfer of Transit Development Act- Local Transportation Funds (TDA-LTF) from the **County** to **Santa Maria** and associated site improvements to transit stops within the unincorporated community of Orcutt and Tanglewood. The TDA-LTF funds provided to Santa Maria will enable the purchase and installation of new public benches and shelters.

The improvements addressed in this MOU include:

- Modifications to existing landscaping
- Installation of concrete boarding pads and bench footings
- Installation of bus furniture (i.e., benches, shelters)
- All improvements will occur within existing **County** right-of-way including on sidewalks and in parkways, medians and planting strips adjacent to **County** roadways. These improvements are intended for public use by riders of the Santa Maria Regional Transit (SMRT) which is operated by **Santa Maria**.

2. Background:

The **County** receives TDA-LTF from the State of California to support public transit planning, facilities, and operations. TDA-LTF was established by the passage of the 1971 Transportation Development Act which is a program housed under California’s general statewide sales tax.

The **County** does not operate transit service directly. SMRT currently operates four fixed-routes which serve the Orcutt and Tanglewood communities - routes 5, 6, 11, and 12X.

Bus stops function as the designated point of contact between passengers and transit services. They provide a designated boarding and alighting location for riders. At a minimum, bus stops feature signs to alert riders and bus drivers. Where feasible, a bus stop should feature a hardscape boarding pad on site. This boarding pad provides both

stability and access space for pedestrians, wheelchair users and mobility aid users. Bus stops may also benefit from the presence of user amenities such as seating and shelters which help offer riders more comfort and better protection from weather.

3. Scope of Work

The **Parties** agree to collaborate on implementing improvements to selected SMRT Bus Stops within the unincorporated communities of Orcutt and Tanglewood. Improvement types will vary by location based on available right-of-way and existing site conditions which were determined through a comprehensive site inventory and review process.

The scope tasks covered by this MOU include:

- Site preparation, including landscaping modifications
- Construction of ADA-compliant concrete boarding pads
- Procurement and installation of benches and shelters

For a complete inventory of site locations, proposed furniture installations and associated site modifications (including hardscape and landscaping), refer to Exhibit A: Installation Site Inventory.

4. Funding and Cost Allocation:

The **County** shall transfer \$100,230.00 to Santa Maria for the purposes described in this MOU. This funding shall be used for eligible project costs, including procurement of transit furniture, installation hardware, and associated installation costs. For additional details, refer to Exhibit B: Furniture Quotes and Exhibit C: Furniture Specifications.

5. Project Budget:

The following tables details the project budget, furniture costs, and total amount of furnishings to be purchased. This budget reflects only Santa Maria-incurred costs and does not include the County's hardscape and landscaping improvements.

Transit Furnishings Budget			
Item	Unit Cost	Total Units	Subtotal
8' Bench	\$840.00	13	\$10,920.00
Shelter including Bench	\$15,873.00	5	\$79,365.00
Total			\$90,285.00

6. Roles, Responsibilities, and Project Schedule:

As described in this **MOU**, both Parties are entering a partnership to improve several bus stops within Orcutt and Tanglewood by providing new benches, shelters, and concrete pads that will improve the waiting and riding experience for SMRT's ridership. The table below details the tasks, responsible agency and the timeline agreed to by both **parties**:

Task	Task Scope	Responsible Agency	Completion Deadline
1	Transfer TDA-LTF funds to the City of Santa Maria	County of Santa Barbara	June 30, 2026
2	Procure transit benches and shelters	Santa Maria	December 31, 2026
3	Perform landscaping modifications within County right-of-way	County of Santa Barbara	December 31, 2026
4	Construct concrete pads and bench footings	County of Santa Barbara	October 31, 2026
5	Install benches and shelters	Santa Maria	December 31, 2027
6	Maintain and replace bus stop furniture	Santa Maria	Ongoing

7. Installation Design Standards:

All furniture must be installed in accordance with Americans with Disability Act (ADA) Standards, Public Right-of-Way Accessibility Guidance (PROWAG), and **County** Engineering Design Standards. These standards provide guidance to ensure proper clearance and accessibility for pedestrians and transit users, including individuals with disabilities.

The core principles of these design standards are:

Pedestrian Access Route: Furnishings must ensure that a minimum of 48 inches of continuous clearance is provided for pedestrian access. Street furniture cannot encroach into this required clear width.

Transit Stop Clear Space: A clear and unobstructed space at a minimum of 96 inches x 60 inches area shall be provided as boarding and alighting area. This designated boarding and alighting area shall be oriented parallel to the street and adjacent to the curb.

Reach and Maneuvering Clearances: Benches, shelters, and amenities must allow for wheelchair positioning and turning space. This includes providing a clear floor space of 30 inches by 48 inches to allow a forward or parallel approach to usable transit stop elements such as seating and information displays. A turning space of 60 inches in diameter, minimum, or a T-shaped turning space shall be provided to allow wheelchair users in order to change direction. Amenity-type features should be installed within accessible reach ranges, typically between 15 to 48 inches above the floor.

Surface and Grade: Transit stops should provide firm, stable, slip-resistant surfaces. The slope of the sidewalk providing the path of travel should follow the same slope as the street next to it. If the path of travel's slope exceeds a 5% grade, it is then considered a ramp and requires additional features including landings and handrails.

8. Installation and Issue Remediation Process:

Santa Maria shall apply for a no-cost Encroachment Permit through the **County** Construction and Encroachment Permit Office prior to the installation of furniture. This permit application will include an inventory of all site locations, furniture specifications and types of furniture to be installed at each site as well as any additional changes to the **County** right-of-way.

Additionally, **Santa Maria** will submit Dig Alerts to the Underground Service Alert of Southern California at least 2 business days, with 14 business days preferred, prior to installation of any hardscape or furnishings.

After installation of benches and shelters is complete, each site will be inspected by the **County** to ensure compliance with ADA, PROWAG and **County** Engineering Design Standards.

If furniture installation does not comply with these design standards, the **County** reserves the right to direct furnishings to be removed or relocated to comply with the guidelines cited in this MOU. **Santa Maria** agrees to remedy improperly installed furniture within 60 days of being notified by the **County**.

9. Long-term Maintenance Responsibilities:

Following installation, **Santa Maria** shall be responsible for the ongoing maintenance, cleaning and repair of the new transit stop benches, shelters, and associated furnishings. Maintenance responsibilities shall include, but are not limited to:

- Removal of graffiti
- Routine cleaning and debris removal

- Repair or replacement of damaged components
- Replacement of missing or vandalized parts
- Upkeep and replacement of transit signage

The **County** shall retain responsibility for underlying right-of-way elements, including sidewalks, concrete pads, and landscaped areas, unless otherwise agreed to in writing.

Should transit service to a furnished stop be cancelled or should the stop be relocated to a new location, **Santa Maria** shall notify the **County** within 30 days of the service change. **Santa Maria** will assume responsibility of relocating transit furniture from the inactive stop to the newly designated stop location or to another transit stop location of their choosing within the County's transit service area.

10. Failure to Perform:

If either of the **Parties** fails to perform its obligations under this MOU with respect to a specific task, location, or scope element, such failure shall not be deemed a breach or default by the other Party, provided that the other Party has made good faith efforts to fulfill its own obligations.

The **Parties** shall coordinate in good faith to address any nonperformance, and a Party's obligations shall be excused only to the extent performance is directly dependent on the other Party's actions.

11. Contractor Insurance Requirements:

Santa Maria shall require contractors performing work within county right-of-way meet and comply with the **County's** established minimum indemnity and insurance requirements specified in Attachment D. **Santa Maria** shall provide the **County** with copies of the Certificates on Insurance, including the endorsement(s) naming **County** as additionally insured.

12. Indemnification:

Each Party shall defend, indemnify, and hold harmless the other Party, including its governing body, officers, employees, and agents, from any claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or related to the acts or omissions of that Party, its employees, contractors, or agents in connection with this Agreement.

This obligation does not apply to the extent that a claim is caused by the sole negligence or willful misconduct of the Party seeking indemnification.

13. Amendments or modifications:

In the event of a dispute or the need for modification, this MOU may be amended only by a written agreement signed by authorized representatives of both **Parties**.

Exhibits

Exhibit A: Installation Site Inventory

Exhibit B: Furniture Quotes

Exhibit C: Furniture Specifications

Exhibit D: County of Santa Barbara Contractor Insurance Requirements

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed and delivered as of the last date of the Parties' signature.

City of Santa Maria

By: _____

Brett Fulgoni
Public Works Director

County of Santa Barbara

By: _____

Mark Friedlander
Mobility Manager

Exhibit A: SMRT Site Installation Inventory		
Route 5 - Stop Location		Proposed Installation
Santa Maria Way / College	NB	Shelter
Santa Maria Way / Del Cielo Mobile Home Park	NB	Boarding pad
Santa Maria Way / Holly Oak Lane	SB	Bench and Boarding pad
Winter / Hillview	WB	Concrete pad
Lakeview / Orcutt Rd	EB	Shelter
Lakeview @ Lakeview Ct	EB	Bench and bench footings
Lakeview / Hillview	EB	Bench and bench footings
Route 6 - Stop Location		Proposed Installation
Bradley / Larch	NB	Bench
Bradley / Country Hill	SB	Shelter
Bradley / Village	SB	Bench and bench footings
Bradley / Basque	SB	Concrete pad
Rice Ranch Road / Domino	WB	new pad, new bench, moved east
Rice Ranch Road / Princeton	WB	Boarding Pad
Blosser / Terrazzo	NB	Bench
Blosser / Old Mill	NB	Bench and bench footings
Foster / Michelle	EB	Bench and bench footings
Route 8 - Stop Location		Proposed Installation
Sandalwood Dr. / Black Rd.	EB	Shelter
Tanglewood Dr. / Black Rd.	WB	Boarding pad
Route 12X - Stop Location		Proposed Installation
Orcutt Rd / Clark Ave	SB	Bench and footings
Rice Ranch Rd. / Morning Glory	EB	Bench and footings
Rice Ranch Rd. / Sage Crest Dr.	EB	Boarding pad
Rice Ranch Rd. at Bradley	EB	Boarding pad
Bradley / Village	NB	Bench and footings
Bradley / Parkland	NB	Shelter
Foster / Silver Leaf Dr.	WB	Bench
Foster / Dartmouth	WB	Boarding pad
Route 30 - Stop Location		Proposed Installation
Orcutt Rd / Foster	NB	Boarding pad and Bench

EXHIBIT B

	258 Mariah Circle
	Corona, CA 92879
	(951) 808-0081
	www.tolarmfg.com
	info@tolarmfg.com

Quote No:	24266PM1
Date:	4/3/2026
Quote Expires:	90 Days
Sales Contact:	Patrick Merrick
Phone:	951-547-8209
Email:	pmerrick@tolarmfg.com

Customer:	Project:
Eve Sanford County of Santa Barbara PW	MBTA/CALACT Procurement 21-01 - 10/25 Pricing Santa Maria shelter

Lead Time:	24 Weeks From receipt of signed written order, and all required approvals.
Terms:	Net 30 Days From Invoice Terms subject to change. Final terms to be determined based on credit history & bonding.

Item:	Qty:	Description:	Unit Price:	Ext. Price:
1	1	12' Signature Sunset Non-Advertising Transit Shelter (47778-00) featuring: Signature series extrusion, aluminum roof panels secured with gasketed pressure ribs, perforated aluminum fascia , SMART branding plaque, four support post with multi-channel extrusion, spun escutcheon shoe covers, Tolar USC RMS80F (3390010 15902-XXX) UL listed dusk to dawn solar powered LED illumination under the shelter roof, 8' perforated metal bench, no back, three seat delineators, (12104-111), 20 gallon pole mount trash receptacle with hinged and covered lid (1578-01), durable baked powder coat finish color selected RAL 9007 Grey Aluminum, zinc anchors and all installation hardware - Base \$ 16,121 Delete walls (-\$1,083)and replace with aluminum tube fascia (\$ 345.00 and logo plate with logo \$ 330.00 logo roof panels with clear poly overlay \$ 350 x 2)-unpriced options-DELETE trash receptacle (1578-01) \$540.00	\$ 15,873.00	\$ 15,873.00
2	1	8' perforated metal bench, no back, three seat delineators, (12104-111), powder coat finish, zinc anchors	\$ 840.00	\$ 840.00

APPROVED FOR PURCHASE:	
Signature:	
Print Name:	
Date:	
PO No:	

Sub-Total:	\$	16,713.00
CalACT/MBTA Freight Zone		2
CalACT/MBTA FIRM Freight:	\$	713.00
CalACT/MBTA Procurement Fee (2.5%)	\$	417.83
CA State Sales Tax	7.75%	\$ 1,295.26
Total:	\$	19,139.08

Pricing Notes:

- In a case of discrepancy between the unit price and the extension that unit price, the unit price shall govern.
- If requested, structural engineering calculations from CA licensed engineer are provided at no additional cost.
- Products are shipped knock down & unassembled in bulk packaging for unloading and installation by others. Hardware boxed by unit. Installation instructions are provided.
- Freight cost is an ESTIMATE ONLY. Freight is invoiced at actual cost, without mark up, at time of shipment, unless specified above.
- Client provides unloading at destination, including forklift and labor as necessary.
- Processing fee of 3% of total charge amount is additional and charged on all credit card payments.

Standard Terms and Conditions

These Terms and Conditions are attached to and incorporated by reference into the Proposal for products or services ("Proposal") provided by Tolar Manufacturing Company, Inc. ("we", "our" or "us").



Quote No:	24266PM1
Date:	4/3/2026
Quote Expires:	90 Days
Sales Contact:	Patrick Merrick
Phone:	951-547-8209
Email:	pmerrick@tolarmfg.com

Customer: Eve Sanford County of Santa Barbara PW	Project: MBTA/CALACT Procurement 21-01 - 10/25 Pricing Santa Maria shelter
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Lead Time:	24 Weeks From receipt of signed written order, and all required approvals.
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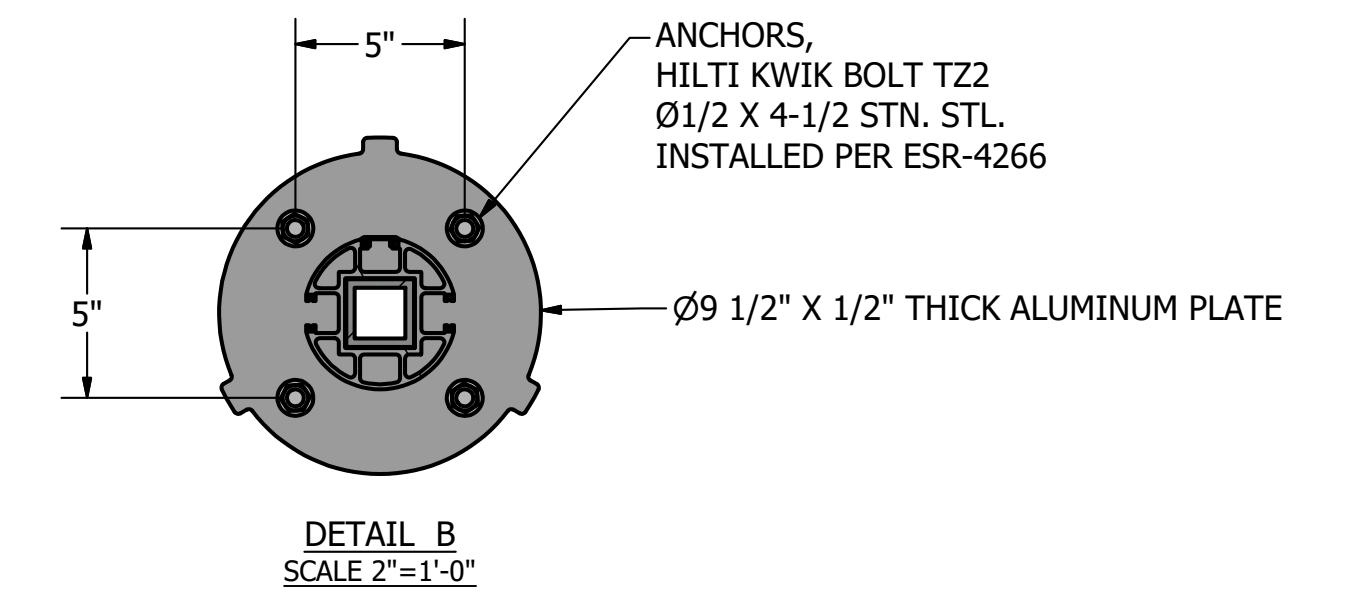
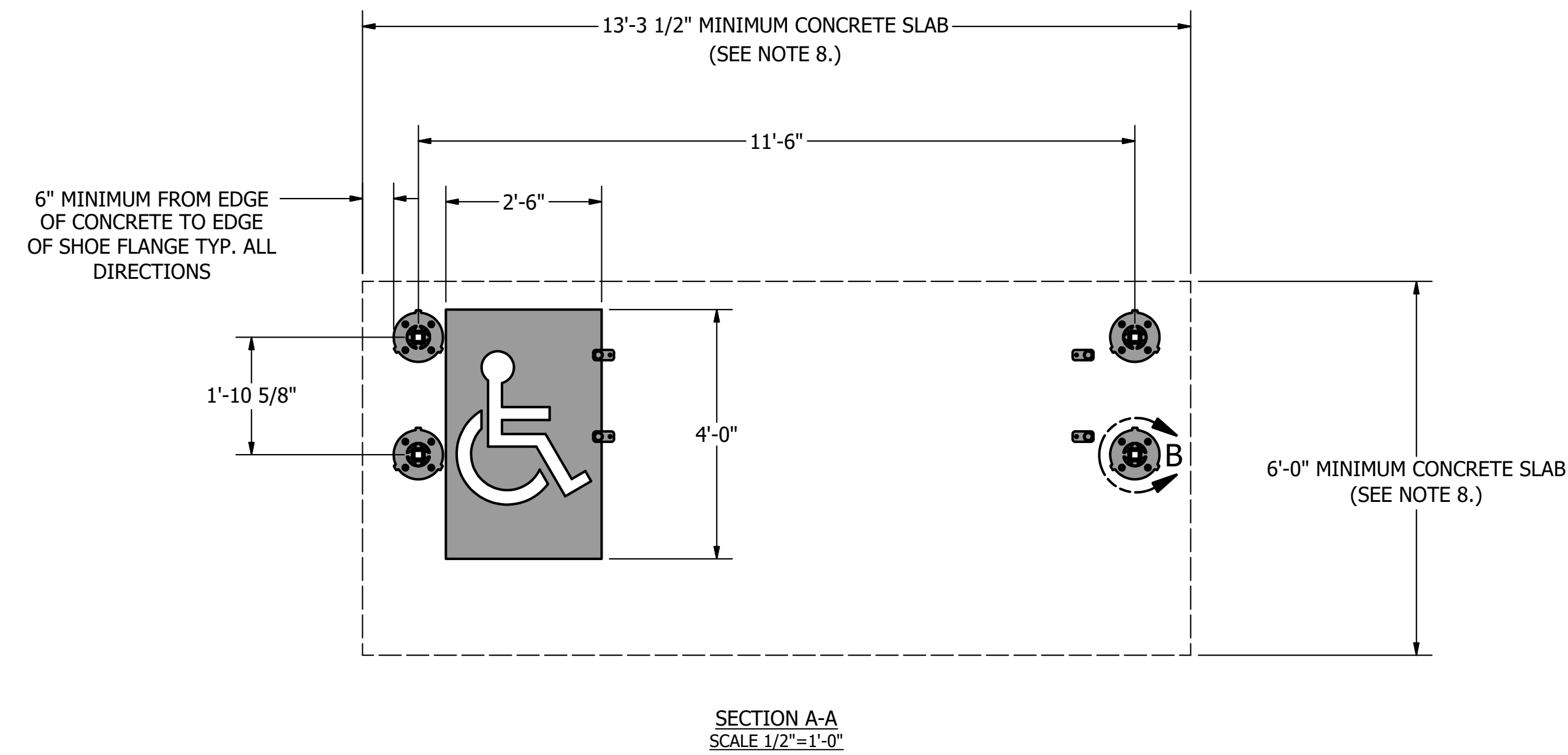
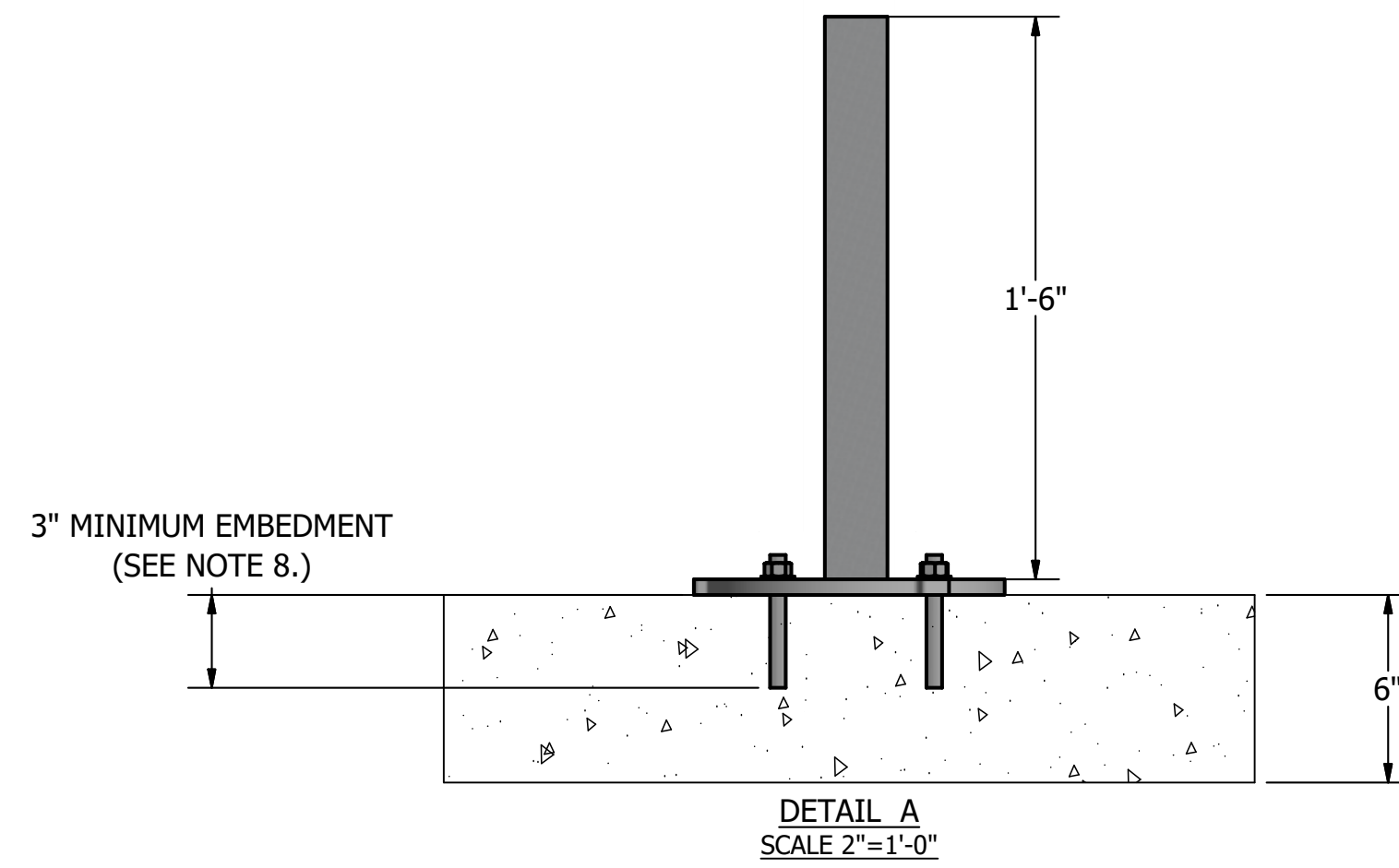
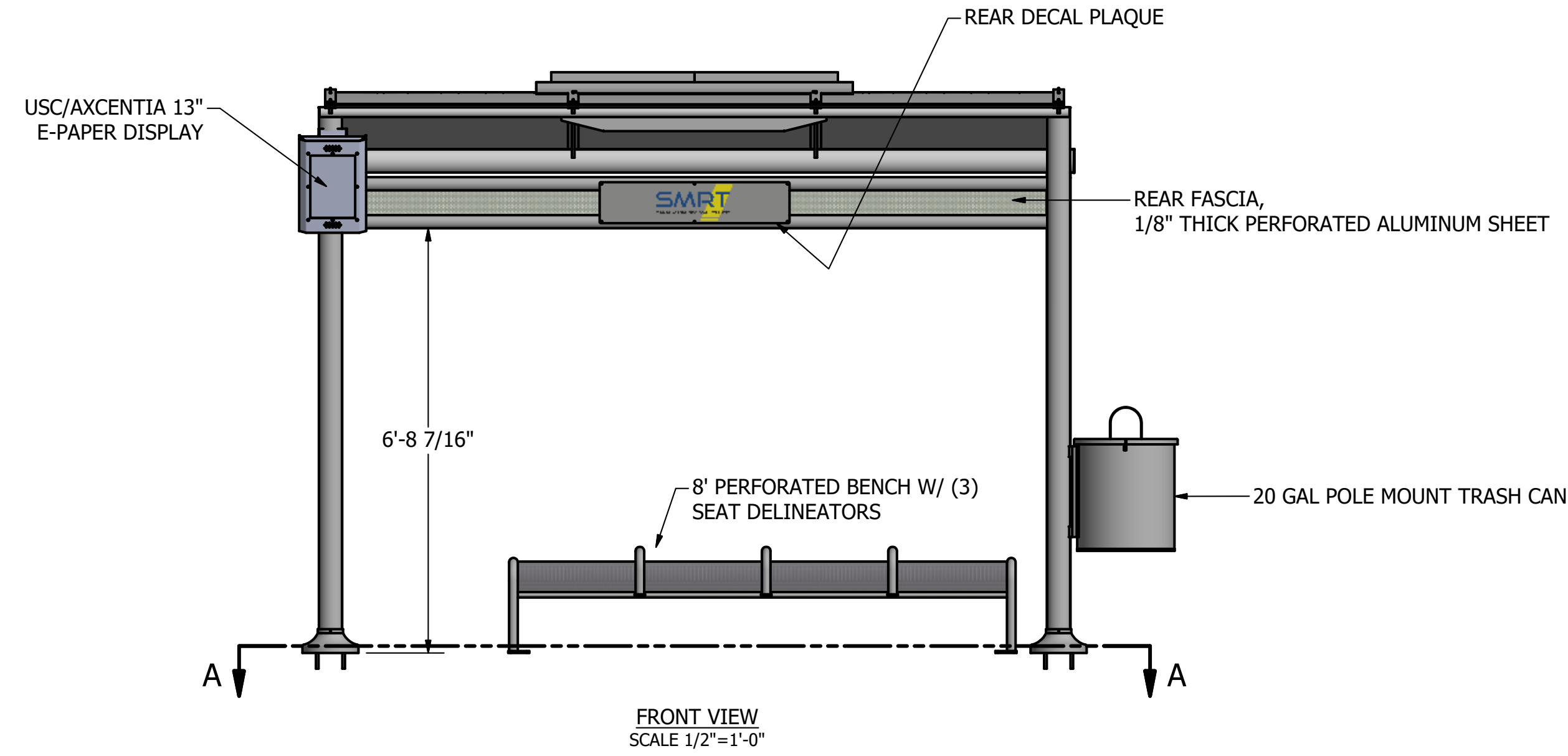
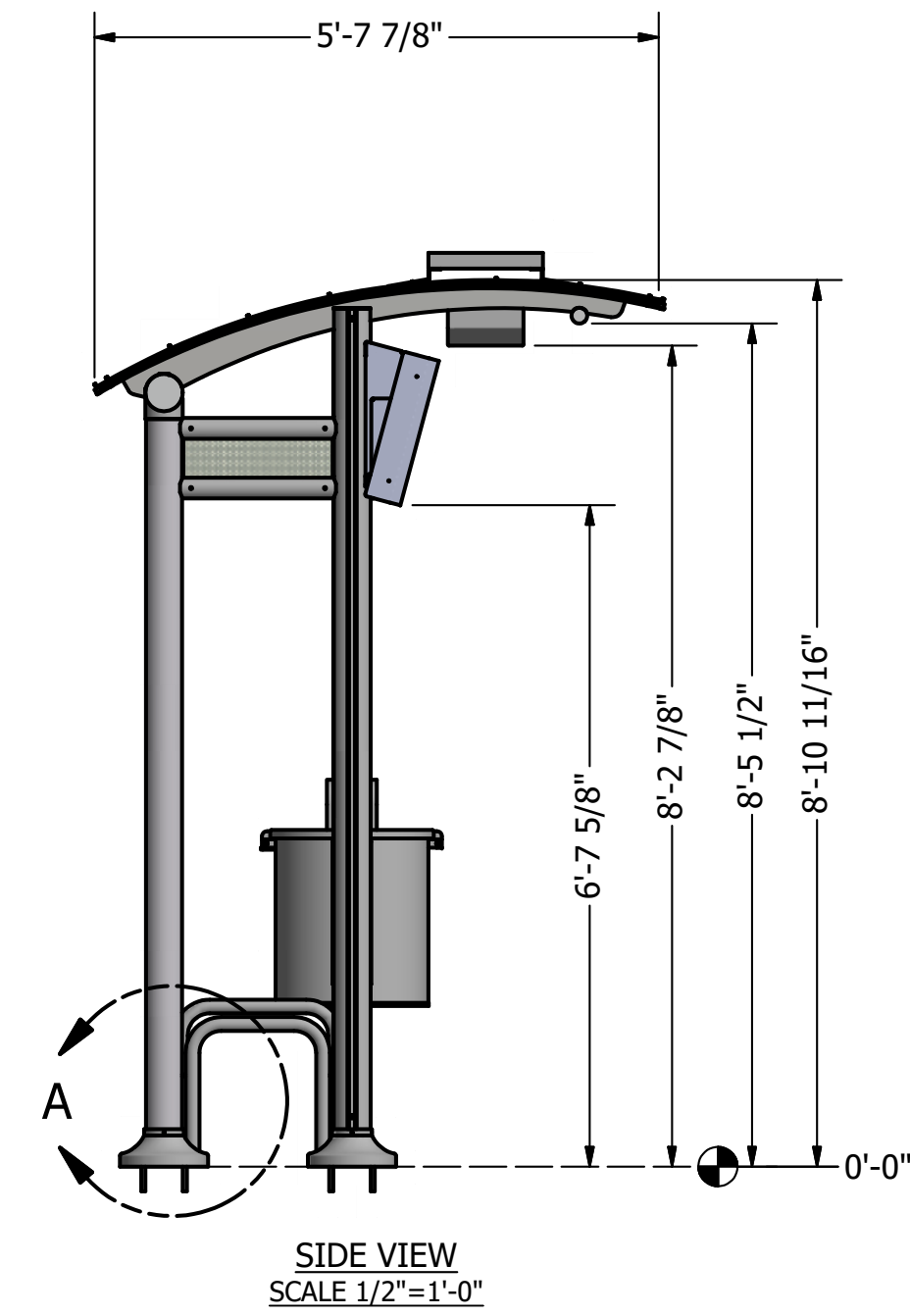
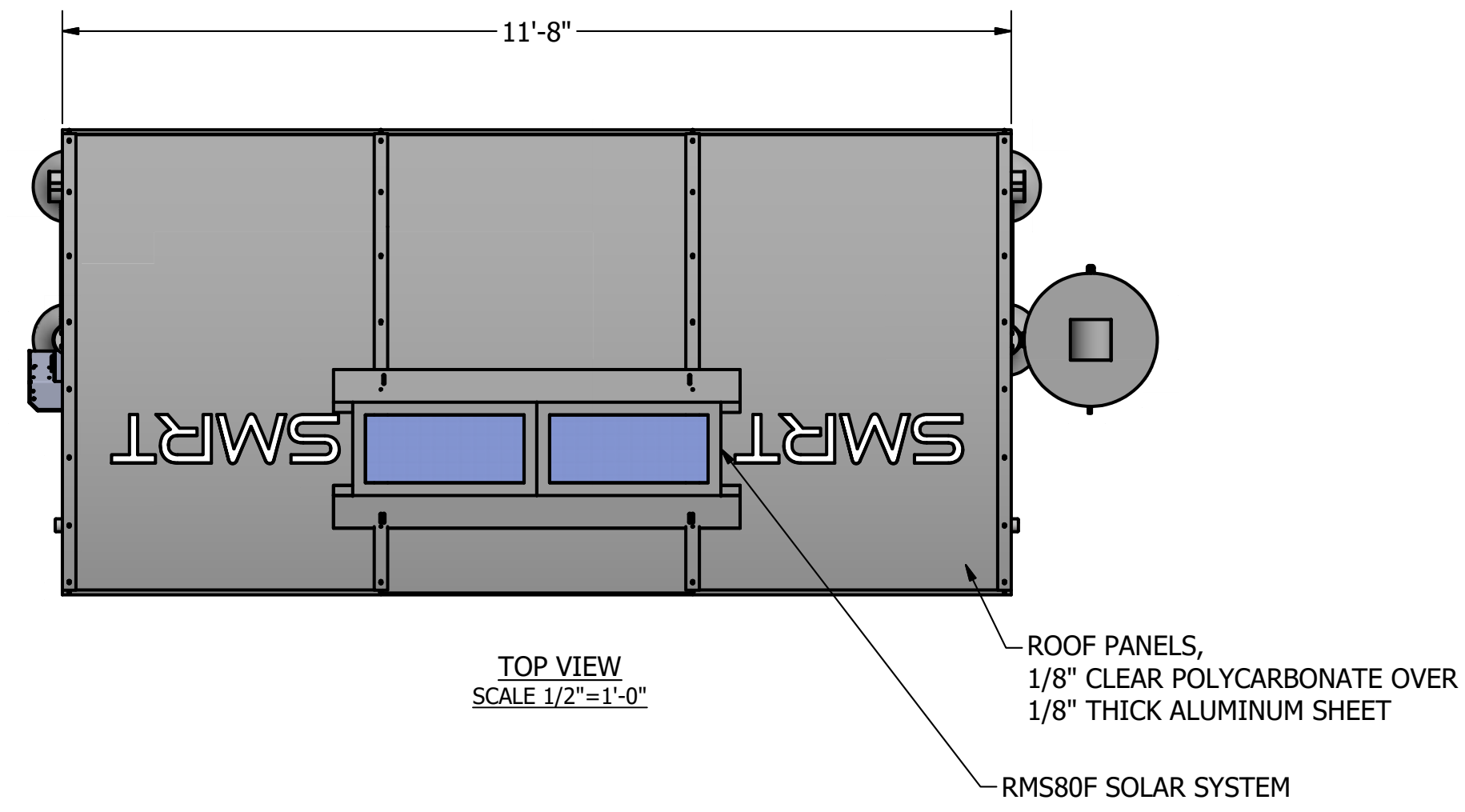
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- Drawings and Specifications: All drawings and specifications submitted to our clients or potential clients are proprietary in nature and remain our property. They may be viewed, printed and distributed, without alteration, as reference for sales or for the process of specifying products for use. Detailed shop and erection drawings are provided to allow for field installation or repair. Sealed and stamped engineering calculations and drawings from an engineer licensed in the state of installation, if required, can be made available for an additional charge. Customers that provide their own drawing packages will retain ownership and be covered under a separate agreement.
- Vendor Status: Tolar Manufacturing Company, Inc. is a vendor supplier of manufactured products; is not a subcontractor or contractor; and is not subject to retainage or liquidated damages for any reason.
- Payment Terms: Payment terms for services rendered or products manufactured by us shall be determined by us based on our determination of the credit worthiness of buyer and may require a deposit at time of order. Products are invoiced as shipped.
- Late Payment Penalty: Buyer agrees to pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) on the unpaid balance with respect to any late payments. In addition, buyer will pay all our costs and expenses, including actual attorney's fees, incurred in connection with enforcing the Proposal and/or collecting any past due payments. In the event buyer fails to make any payment when due, we have the right of setoff, the right to terminate the Proposal and/or to suspend further deliveries to buyer and the right to recover damages in addition to any other remedies available to us as a matter of law. Buyer has no right to setoff.
- Cancellation: If an order is cancelled by buyer after receipt of order authorization, and cancellation fee of 10% of order value may be assessed to the buyer, in addition to an the cost of materials purchased for the order, which may be invoiced to the buyer at time of cancellation.
- Delivery, Title and Receipt: Unless otherwise provided in the proposal, all shelters are prefabricated and shipped knock-down and in bulk format (not packaged individually) for ease of handling and fast on-site installation. Neither buyer nor consignee shall have the right to direct or re-consign the goods to any other destination without our consent. All sales of products are F.O.B. our plant. Risk of loss of the products shall transfer to buyer upon delivery of the products to the common carrier.
- Delivery Charges: Unless otherwise provided in the Proposal, buyer shall bear all the costs of transportation, including without limitation loading, unloading, storage, and freight charge. All delivery quotes allow for an approximate 2-hour unload window for a full truck. If this window is exceeded, additional charges may apply. All price quotes given for delivery are based on estimates obtained at the time the quote was requested. Actual freight charges may vary.
- Delivery Dates: Any delivery date(s) or period of delivery provided for in the Proposal is approximate and does not guarantee a particular date(s) or period of delivery. Estimated lead times are provided in the quote. Under no circumstances will we be liable for delay in delivery occasioned in whole or in part, by fire, flood, explosion, casualty, riot, strike, embargo, transportation delay, breakdown, accident, act of God or the public enemy, government authority, by our inability to secure materials, fuel, supply power or shipping space or any other circumstances beyond our reasonable control.
- Delayed Shipment: If buyer delays shipment, we may invoice for products when ready for shipment and, at our option, we may charge reasonable daily storage fees.
- International Freight: We require the services of freight forwarder for all international shipments. Buyer may select the freight forwarder, subject to our approval. All fees, taxes and additional charges, in addition to the actual freight costs, are the responsibility of buyer.
- Returns: Due to the custom nature of our products, we cannot accept returns and we cannot permit cancellations once work has commenced.
- Manufacturer's Warranty: Our manufacturer's warranty is set forth in a separate document.
- Limitation of Liability: WE ARE NOT LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL, INCLUDING LOST PROFITS, LOSS OR USE, LOSS OF REVENUE OR COST OF CAPITAL. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO OUR MISCONDUCT, BUYER AGREES THAT THE TOTAL DAMAGES THAT CAN BE AWARDED IN ANY CLAIM BY BUYER RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PAID BY BUYER TO US UNDER THE PROPOSAL. BUYER AGREES THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- Governing Law, Jurisdiction and Venue: The Proposal shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of California and the United States District Court for the Central District of California.
- Amendment: No amendments to these Terms and Conditions can be made unless submitted in writing to us and signed and accepted by our President or his designee.

EXHIBIT C

GENERAL NOTES:

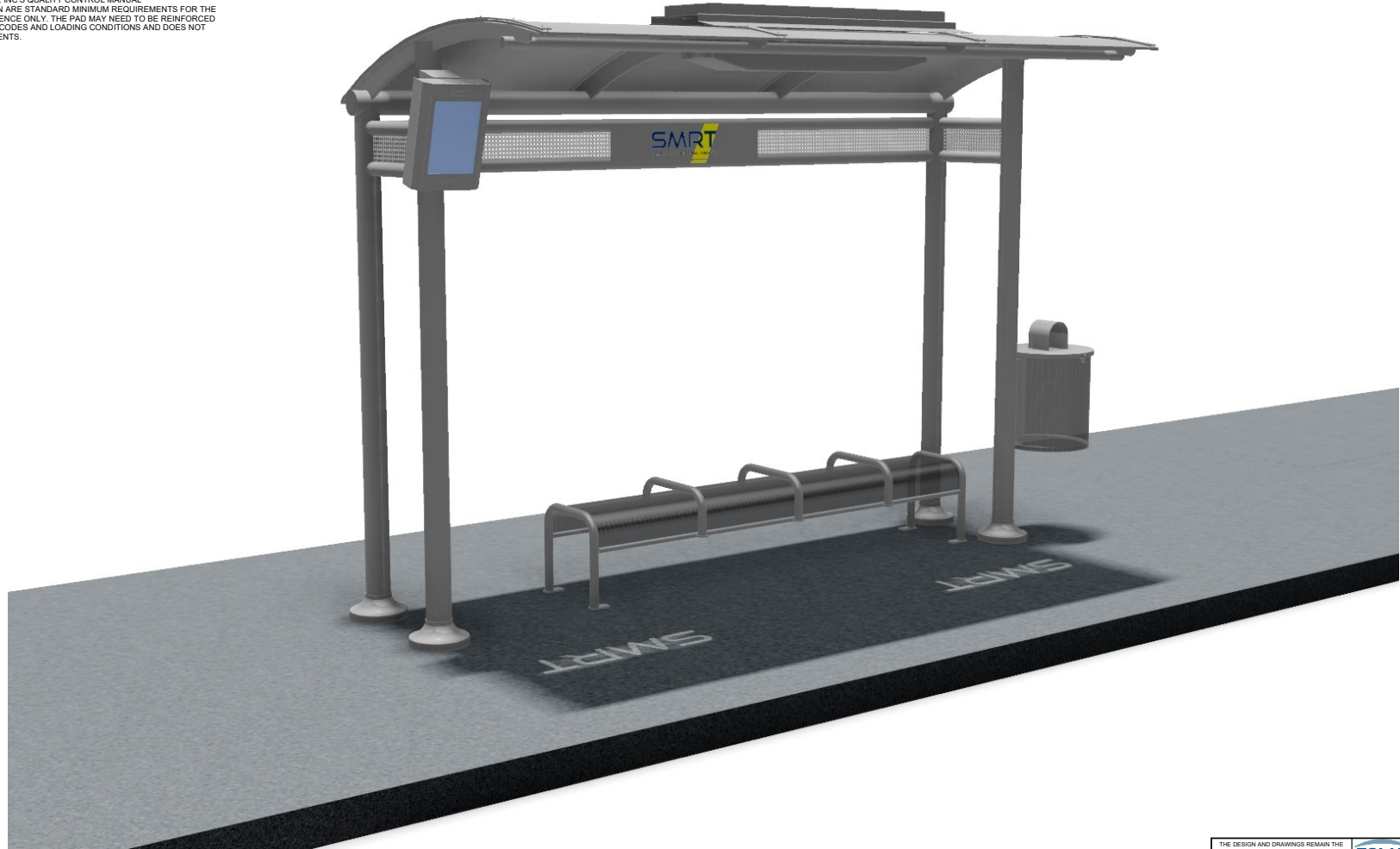
1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-08. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL.
8. THE CONCRETE PAD SIZES SHOWN ARE STANDARD MINIMUM REQUIREMENTS FOR THE STRUCTURE AND ARE FOR REFERENCE ONLY. THE PAD MAY NEED TO BE REINFORCED OR ENLARGED DEPENDING ON LOCAL CODES AND LOADING CONDITIONS AND DOES NOT INCLUDE ADA CLEAR PATH REQUIREMENTS.



THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG.				TOLAR MANUFACTURING COMPANY, INC 258 Mariah Circle, Corona CA. 92879	
ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.				12NASIGPERFFASCIA	
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GENERAL NOTES:

1. ALL STRUCTURAL STEEL UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-6.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-08. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO., INC'S QUALITY CONTROL MANUAL.
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		TOLAR MANUFACTURING COMPANY, INC <small>258 Mariah Circle, Corona CA, 92879</small>	
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<small>SCALE</small>	<small>DATE</small> 3/7/2023	<small>DRAWN BY:</small> RFarr	

EXHIBIT D

Indemnification and Insurance Requirements (For Construction 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, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is caused by the active negligence, sole negligence, or willful misconduct 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 and Limit 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 \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 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.
4. **Contractor's Pollution Legal Liability and/or Asbestos Legal Liability:** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy 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 **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 Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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 agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire** from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. 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. At the option of the COUNTY, either: the CONTRACTOR shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, agents and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
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. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
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 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.