

**CONTRACT FOR SERVICES**  
**NAPA COUNTY DEPARTMENT OF PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES**

DESCRIPTION: Edible Food Generator Inspection Services  
CONTRACT NO. [REDACTED]  
BEGINS: [REDACTED], 2024  
ADMINISTERING AGENCY: Planning, Building, and Environmental Services

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This is an Agreement made and operative as of the [REDACTED] day of [REDACTED], 2024, between the COUNTY OF NAPA, through its Planning, Building, and Environmental Services Department, hereinafter referred to as "COUNTY", and the UPPER VALLEY WASTE MANAGEMENT AGENCY, hereinafter referred to as "UVMWA", both parties being political subdivisions of the State of California.

**RECITALS**

**WHEREAS**, UVMWA is a joint exercise of powers authority organized and operating under California Government Code section 6500 et seq. (the "Joint Exercise of Powers Act") and a separate and distinct public entity from its member agencies which include the County of Napa, the City of Calistoga, the City of St. Helena, and the Town of Yountville (the member agencies are collectively referred to herein as "Members" and individually as "Member");

**WHEREAS**, on November 16, 2021, the City of Calistoga and UVMWA entered that certain Memorandum of Understanding Between the City of Calistoga and the Upper Valley Waste Management Agency Regarding Implementation of SB 1383, which, among other things, transferred the responsibility for inspections of Tier I and Tier II commercial edible food generators under Senate Bill 1383 ("SB 1383") from the City of Calistoga to UVMWA ("Calistoga MOU"); and

**WHEREAS**, on November 16, 2021, the Town of Yountville and UVMWA entered that certain Memorandum of Understanding Between the Town of Yountville and the Upper Valley Waste Management Agency Regarding Implementation of SB 1383, which, among other things, transferred the responsibility for inspections of Tier I and Tier II commercial edible food generators under SB 1383 from the Town of Yountville to UVMWA ("Yountville MOU"); and

**WHEREAS**, on December 14, 2021, the City of St. Helena and UVMWA entered that certain Memorandum of Understanding Between the City of St. Helena and the Upper Valley Waste Management Agency Regarding Implementation of SB 1383, which, among other things, transferred the responsibility for inspections of Tier I and Tier II commercial edible food generators under SB 1383 from the City of St. Helena to UVMWA ("St. Helena MOU"); and

**WHEREAS**, on December 20, 2021, Napa County and UVMWA entered that certain Memorandum of Understanding Between Napa County and the Upper Valley Waste Management Agency Regarding Implementation of SB 1383, which, among other things, transferred the responsibility for inspections of Tier I and Tier II commercial edible food generators under SB 1383 from Napa County to UVMWA ("Napa County MOU"); and

**WHEREAS**, under the Calistoga MOU, Yountville MOU, St. Helena MOU, and Napa County MOU, UVMWA has the authority and is required to implement the requirements of SB 1383 as adopted in regulatory text Code California Code of Regulations Title 14, Division 7, Chapter 3 to reduce organic waste, including edible food, from disposal in landfills, and

**WHEREAS**, COUNTY has the responsibility and expertise to provide to consumers food that is safe, unadulterated, and honestly presented through the adoption of science-based standards in

accordance with statewide health and sanitation standards, regulations, and laws in accordance with the California Retail Food Code, and

**WHEREAS**, COUNTY is specially trained, experienced, and competent to perform inspections of edible food generators as defined in SB 1383 and UVWMA has determined to rely on such representations, and

**WHEREAS**, UVWMA has determined that it is beneficial for COUNTY to provide specified inspection services of edible food generators as defined in SB 1383 through the Environmental Health Division of the Napa County Planning, Building, and Environmental Services Department, and COUNTY has agreed to provide services to assist in this venture as outlined below, and

**WHEREAS**, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

### **AGREEMENT**

1. **SERVICES:** UVWMA agrees to coordinate with COUNTY and hereby delegates authority to COUNTY to provide UVWMA with services, as set forth in Exhibit A, titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties.
3. **PAYMENT:** COUNTY may collect fees from UVWMA or directly from facilities identified by UVWMA as subject to SB1383 requirements. For fees incurred that have not been directly paid from facilities, UVWMA will pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions, attached hereto. The payments specified in Exhibit B shall be the only payments made to COUNTY for services rendered pursuant to this Agreement.
4. **INVOICES:**
  - 4.1. COUNTY will provide invoices to UVWMA on a monthly basis, within 30 days of the close of each calendar month. UVWMA will review, approve, and pay all valid invoices within 30 days of receipt.
  - 4.2. Invoices for payment will be submitted to the following address, will be on COUNTY letterhead and will include the contract number, the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice:

UVWMA'S INVOICING ADDRESS  
Attn: Agency Manager  
Upper Valley Waste Management Agency  
1195 Third Street, Suite 101  
Napa, CA 94559

5. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits

such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, Exhibit C, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.

6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from [REDACTED], 2024 until terminated by either party.

7. **TERMINATION:**

7.1. UVWMA and COUNTY have the right to terminate this Agreement at any time without cause by giving thirty (30) days' notice, in writing, of such termination to the other party. If the UVWMA gives notice of termination for cause, COUNTY shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

7.2. In the event UVWMA terminates this Agreement, COUNTY shall be paid for all work performed according to the COUNTY's then-applicable and published fee schedule.

8. **RECORDS:**

8.1. If Agreement is state or federally funded, COUNTY will be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (California Government Code, Section 8546.7).

9. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C, attached hereto, for insurance requirements and indemnification obligations for this Agreement. The insurance requirements and indemnification obligations are material provisions to this Agreement.

10. **CONFIDENTIALITY of RECORDS and INFORMATION:** COUNTY agrees to maintain confidentiality of information and records as required by applicable Federal, State, and local laws, regulations, and rules. COUNTY will not use or disclose confidential information other than as permitted or required by this Agreement and will notify UVWMA of any discovered instances of breaches of confidentiality. COUNTY will ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to COUNTY with respect to such information.

11. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows:

If to COUNTY: Brian Bordona, Director PBES  
1195 Third St, Suite 210  
Napa, CA 94559

If to UVWMA: Agency Manager  
Upper Valley Waste Management Agency  
1195 Third Street. Suite 101  
Napa, CA 94559

Changes in contact person or address information shall be made by notice, in writing, to the other party.

12. **NONDISCRIMINATION:** During the performance of this Agreement, UVWMA and COUNTY shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex,

sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

13. **ASSIGNMENT:** COUNTY shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of UVWMA. The terms of this Agreement shall also apply to any subcontractor(s) of COUNTY.
14. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement between UVWMA and COUNTY. This Agreement shall not restrict UVWMA and COUNTY from entering into similar, equal or like goods and/or services with other entities or sources.
15. **TIME OF PERFORMANCE:** COUNTY agrees to complete all work and services in a timely fashion.
16. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and UVWMA with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
17. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Napa, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Superior Court of California for the County of Napa.
18. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

***[Signatures on following page]***

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

UPPER VALLEY WASTE MANAGEMENT AGENCY (“UVWMA”)

COUNTY OF NAPA (“COUNTY”)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Steven Lederer, Upper Valley Waste Management Agency Manger

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Bordona, Director,  
Department of Planning, Building, and  
Environmental Services

Date: \_\_\_\_\_

Approved as to Form  
Office of UVWMA Attorney

*Mackenzie Anderson*  
Signature

\_\_\_\_\_  
Mackenzie D. Anderson  
Print Name

Date: July 1, 2024

Approved as to Form  
Office of Napa County Counsel

By: Douglas Parker (via e-sign)

Date: June 4, 2024

**EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

UPPER VALLEY WASTE MANAGEMENT AGENCY ("UVWMA")

COUNTY OF NAPA ("COUNTY")

Signature \_\_\_\_\_  
Steven Lederer, Upper Valley Waste Management Agency Manger  
Date: \_\_\_\_\_

  
Brian Bordona, Director,  
Department of Planning, Building, and Environmental Services  
Date: August 29, 2024

Approved as to Form  
Office of UVWMA Attorney  
  
Signature  
Mackenzie D. Anderson  
Print Name  
Date: July 1, 2024

Approved as to Form  
Office of Napa County Counsel  
By: Douglas Parker (via e-sign)  
Date: June 4, 2024

**EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements

**SCOPE OF SERVICES**

**1. DESCRIPTION OF SERVICES:**

- 1.1. As used in this Exhibit A, Tier I Commercial Edible Food Generators shall have the same meaning as in 14 Cal. Code of Reg. §1899(a)(73), and Tier II Commercial Edible Food Generators shall have the same meaning as in 14 Cal. Code of Reg. §18982(a)(74).
- 1.2. COUNTY shall perform services within the jurisdiction of UVWMA. UVWMA herein designates the COUNTY, and the COUNTY herein agrees to conduct annual inspections of Tier I and Tier II Commercial Edible Food Generators, as required in the SB 1383 Regulations (14 Cal. Code of Reg. §§ 18981.1, et seq.) on behalf of UVWMA for purposes set forth in this Agreement. Such annual inspections shall include confirming that both Tier I and Tier II Commercial Edible Food Generators are complying with the requirements of Section 18991.3 and maintaining records as required by Section 18991.4.
- 1.3. UVWMA may request COUNTY to perform services within the jurisdiction of UVWMA as to food recovery organizations and food recovery services. If such request is made by UVWMA, UVWMA herein designates the COUNTY, and the COUNTY herein agrees to conduct SB 1383-related inspections of food recovery organizations and food recovery services on behalf of UVWMA.
- 1.4. UVWMA will provide annually (each July 1<sup>st</sup>) a list of Tier I and Tier II Commercial Edible Food Generators located within the jurisdiction to the COUNTY to be inspected by the COUNTY.
- 1.5. COUNTY agrees to provide UVWMA with accurate documentation and reports, compliant with SB 1383, regarding inspection services provided by COUNTY, which shall include, but is not limited to, an electronic copy of each inspection report to UVWMA upon the conclusion of each inspection, and a list of Tier I and Tier II Commercial Edible Food Generators not in compliance with the requirements of Commercial Edible Food Generators as described in 14 Cal. Code of Reg. § 18991.3.
- 1.6. If a member agency of UVWMA issues a notice of violation to a Tier I or Tier II Commercial Edible Food Generator, COUNTY shall perform follow up inspections in consultation with the UVWMA member agency.
- 1.7. COUNTY may collect fees from facilities identified by UVWMA as subject to SB 1383 requirements to recover cost of providing services and shall retain all such fees. UVWMA is responsible for paying fees not submitted by such facilities.
- 1.8. If UVWMA requires additional services outside of this Agreement, a separate agreement for those services will be established.

**PAYMENT PROVISIONS**

This is a fee for services contract. COUNTY will be paid for inspection services at the then-applicable and published rates listed on the COUNTY Fee Schedule. All rates are per inspection. This payment amount shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as identified as “additional services,” below.

Additional services, including, but not limited to, annual reporting, follow-up inspections, correspondences, program development, etc., will be paid at an hourly rate listed on the COUNTY Fee Schedule.

COUNTY may collect fees from UVWMA or directly from facilities identified by UVWMA as subject to SB1383 requirements. UVWMA is responsible to paying COUNTY for fees it is unable to collect from facilities.

**INSURANCE AND INDEMNITY REQUIREMENTS**

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

UVWMA hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or Agreement. UVMMA agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the UVMMA. UVMMA also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against UVMMA or the COUNTY or to enlarge in any way the UVMMA'S liability but is intended solely to provide for indemnification of COUNTY from liability for damages or injuries to third persons or property arising from UVMMA'S performance pursuant to this contract or Agreement.

COUNTY hereby agrees to protect, defend, indemnify, and hold the UVMMA free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the UVMMA arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the UVMMA) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or Agreement. COUNTY agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the COUNTY. COUNTY also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against COUNTY or the UVMMA or to enlarge in any way COUNTY'S liability but is intended solely to provide for indemnification of the UVMMA from liability for damages or injuries to third persons or property arising from COUNTY'S performance pursuant to this contract or Agreement.

As used above, the term COUNTY means Napa County or its officers, agents, employees, and volunteers. As used above, the term UVMMA means the Upper Valley Waste Management Agency and its member agencies, and their officers, agents, employees, and volunteers.

2. **INSURANCE:**

UVWMA shall file with COUNTY and COUNTY shall file with UVMMA concurrently herewith a Certificate of Insurance, with a Best's Rating of no less than A-:VII, showing compliance with Sections 3 through 8 of this Exhibit C. A party's evidence of self-insured status shall meet these requirements.

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit

for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to a party's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

The UVWMA's Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Napa".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the UVWMA.

UVWMA shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

The COUNTY's Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the UVWMA".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the UVWMA, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the COUNTY.

COUNTY shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the UVWMA upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of the parties, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by the parties in this Agreement.

B. One of the following forms is required:

(1) Comprehensive General Liability;

(2) Commercial General Liability (Occurrence); or

- (3) Commercial General Liability (Claims Made).
- C. If a party carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
  - Two million dollars (\$2,000,000) aggregate
- D. If a party carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) for Products-Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:
- A party shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of the other party, which consent, if given, shall be subject to the following conditions:
- (1) The limits of liability shall not be less than:
- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) aggregate for Products Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by the parties shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the other party as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each UVWMA Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Napa, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the UVWMA, including any excess liability or umbrella form coverage, is primary coverage to the County of Napa with respect to any insurance or self-insurance programs maintained by the County of Napa and no insurance held or owned by the County of Napa shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Napa."

Each COUNTY Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The UVWMA, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the COUNTY, including any excess liability or umbrella form coverage, is primary coverage to the UVWMA with respect to any insurance or self-insurance programs maintained by the UVWMA and no insurance held or owned by the UVWMA shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the UVWMA."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

8. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the insured party and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The insuring party shall be responsible for all deductibles in all of the insuring party's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

The Insuring Party's Obligations - the insuring party's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

Verification of Coverage - the insuring party shall furnish the insured party with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the

insured party before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the insuring party's obligation to provide them. The insured party reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the insuring party to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.