



**Facilities Management Division  
Real Estate Services**  
King County Administration Building  
500 Fourth Avenue Room 830  
Seattle, WA 98104  
Permits 206-477-9350, RES.Permits@kingcounty.gov

**King County**

**SPECIAL USE PERMIT  
Use of County Owned Property**

<b>PERMIT NUMBER:</b> SUPS23-0004 - Revision		<b>DATE:</b> 01/08/2024	
<b>PERMITTEE:</b> Snoqualmie Valley Watershed Improvement c/o Andy Obst PO Box 1148 Carnation, WA 98014			
DAY PHONE: (425)549-0316		OTHER PHONE: _____	
		FAX: _____	
<b>PURPOSE:</b> To allow use and maintain culvert at the SVT crossing, which has been assessed as a barrier to fish passage on Snoqualmie Valley Trail Corridor (PIN 2125079031)			
<b>LEGAL DESCRIPTION:</b>			
Primary	1/4	Sec	Twp
Yes	SE	21	25
Account No		Kroll Page	
2125079031		B36	
Legal Description: C M & P S R/W OVER GL 5 & NE 1/4 OF NE 1/4 & OVER E 1/2 OF SE 1/4 & GL 6			
<b>EXPIRATION:</b> This permit shall not be valid for more than 5 Years and expires on the _____ day of January, 2029.			
<b>Administrative Fee (New or Renewal)</b>		<b>\$500.00</b>	<b>Bond/Insurance Amount</b>
			<b>\$1,000,000.00</b>
PERMITTEE MUST NOTIFY PARKSPROPERTY@KINGCOUNTY.GOV DNRP - PARKS AT: (206) 477-9770 AT LEAST 72 HOURS PRIOR TO PERFORMING ANY WORK AND IMMEDIATELY UPON COMPLETION			
Issued By: _____		Maihoa Pham	
Phone: _____		(206) 477-0325	
By this permit King County authorizes the use of the above described property:			
Custodial Approval: _____		Date: _____	
Real Estate Services Approval: _____		Date: _____	
<b>The Permittee agrees to comply with the terms and conditions contained herein.</b>			
<b>SEE REVERSE SIDE FOR TERMS AND CONDITONS.</b>			
Signature of Permittee: _____		Date: 1/24/2024	

NOTE: Permit not valid without all necessary signatures and expiration date.  
King County Code 14.30

**01. PERMIT REVOCATION** - This Permit is revocable at any time by King County. The right to revoke is expressly reserved to King County.

**02. INDEMNITY AND HOLD HARMLESS** - The Permittee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Permittee agrees for itself, its successors and assigns to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Permittee's exercise of rights and privileges granted by this Permit. The Permittee's obligation under this section shall include a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Permittee, the concurrent negligence of both parties, or the negligence of one or more third parties. b) The duty to promptly accept tender of defense and provide defense to the County at the Permittee's own expense. c) Indemnification of claims made by the Permittee's own employees or agents. d) Waiver of the Permittee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Permittee.

In the event it is determined that RCW 4.24.115 applies to this agreement, then this indemnity provision shall be valid and enforceable only to the extent of the negligence of Permittee, its agents, or employees. Permittee agrees to defend, indemnify, and hold harmless the County for claims by Permittee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

**03. ANTI-DISCRIMINATION** - In all hiring or employment made possible or resulting from this Permit, there shall be no discrimination against any employee or applicant for employment because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Permit on the grounds of race, color, ancestry, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, marital status, parental status, the presence of any sensory, mental or physical handicap, or the use of a trained guide-dog by a blind or deaf person. Any violation of this provision shall be considered a violation of a material provision of this Permit and shall be grounds for cancellation, termination or suspension in whole or in part of the Permit by the County, and may result in ineligibility for further County permits.

**04. NON-EXCLUSIVE RIGHT** - This Permit shall not be deemed or construed to be an exclusive right. It does not prohibit the County from granting any other permits to other public or private entities, nor shall it prevent the County from using any public place for any and all public use or affect its jurisdiction over any part of them.

**05. ASSESSMENTS** - Permittee shall be required to pay any general or special assessments incurred by King County which are directly attributable to or arising from any actions, occupancy, or usage authorized herein.

**06. TERMINATION** - The Permittee may terminate the Permit by written notice to the Manager of Real Estate Services Section. Upon revocation, termination, or abandonment, the Permittee shall remove at his expense all facilities placed on said property by the Permittee, and restore the premises to a condition which is equivalent in all respects to the condition existing prior to installation of the facilities, or to a condition which is satisfactory to the County. If the Permittee has not accomplished removal and restoration at the end of a ninety-day period following the effective date of revocation, termination, expiration, or abandonment, the County may accomplish all of the necessary work and charge all of the costs to the Permittee.

**07. RESTORATION** - After completion of work authorized by this Permit, the Permittee shall restore the property to a condition which is equivalent in all respects to the condition of the property prior to starting work, or a condition satisfactory to King County. If the Permittee delays the restoration beyond expiration of the Permit, the County may accomplish all the necessary work and charge all the costs to the Permittee.

**08. REPAIRING DAMAGE BY PERMITTEE** - In the event that damage of any kind is caused by the Permittee in the course of performing work authorized by this Permit, Permittee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the County agent. If the County determines it is necessary, the County may accomplish the work and charge all the costs to the Permittee.

**09. ABATEMENT OF UNSAFE CONDITIONS** - The County representative may at any time, do, order, or have done all work considered necessary to restore to a safe condition any area described in Permit left by the Permittee in a condition dangerous to life or property. The Permittee shall pay, upon demand, to the County all costs of such work, materials, etc. Nothing in this section shall relieve the Permittee of duties under Terms and Conditions No. 2 above.

**10. RIGHTS RESERVED TO COUNTY - CONFORMANCE AND PAYMENT OF COST REQUIRED** - The County reserves the right to use, occupy, and enjoy its property for such purposes as it shall desire including, but not limited to, constructing or installing structures and facilities on the property, or developing, improving repairing or altering the property. The Permittee, upon written notice, will at its own cost and expense remove, repair, relocate, change or reconstruct its installations to conform with the plans of work contemplated or ordered by the County according to a time schedule contained in the written notice.

**11. NOTICE** - Permittee agrees to obtain information from other utility operators regarding the location and current status of their installations before starting work. Property owners adjoining, or in proximity to, the project as described herein shall be notified by Permittee when such property is exposed to the possibility of injury or damage through performance of work on the project authorized by this Permit. Permittee shall make all advance arrangements necessary to protect such property or utility from injury or damage.

**12. OTHER APPLICABLE LAWS** - Issuance of this Permit does not in any way relieve the Permittee from complying with any other applicable laws in performing the work subject to this Permit.

**13. RE-ENTRY** - After completion of work authorized by this Permit, if the Permittee desires to re-enter upon the property described herein for any reconstruction, notice shall be provided in advance to King County together with the plans and specifications for the work proposed, and shall not be permitted without the County's consent.

**14. TITLE** - This Permit grants only the right to use King County's interest in the herein described property, and the granting of this Permit is not a warranty that good title to any specific property is vested in King County.

**15. SPECIAL TERMS AND CONDITIONS:**

- a. **PROJECT SCOPE:** Remove existing culvert (fish passage barrier) under Snoqualmie Valley Trail (SVT) on Langlois Creek, replace with fish passable concrete box culvert, widen berm crest to 18 ft, and restore as described in the plan sets (1/2021 & 5/13/21). All use of King County's Snoqualmie Valley Trail corridor (Parcel 2125079031) is limited to removal and replacement of culvert under Snoqualmie Valley Trail on Langlois Creek and restoration. Construction will require SVT trail closure between NE 24th and NE 32nd Streets.
- b. **SCOPE CHANGES:** The Permittee may make no improvements or alterations to the park/trail corridor except as specifically authorized in this permit. Any additional use of the park must be approved in writing by King County in its sole and absolute discretion and subject to such terms and conditions as King County may impose. If granted, such approval shall be made an amendment to this Permit/SUP.
- c. **CONTACTS:** The Permittee shall provide 24-hour contacts for maintenance or emergencies:
  1. Contact 1 Name, Phone, e-mail, address
  2. Contact 2 Name, Phone, e-mail, address
  3. Contact 3 Name, Phone, e-mail, address
- d. **EMERGENCIES:** In the event of an emergency – 1. The Permittee shall notify 911 then King County emergency hotline at 206-296-8100 and parksproperty@kingcounty.gov 2. Parks will notify the Permittee upon discovery of an emergency to allow the Permittee and its contractor, if any, the opportunity to respond and address the issue. Parks reserves the right to recover any costs associated with addressing the emergency or the failure of the Permittee to respond in a timely manner.
- e. **SAFETY:** If at any time the Permittee's authorized use, improvement, alteration or construction in the corridor creates a condition which could pose a danger to park users, the permittee shall promptly post temporary signage, install Parks- approved barricades or fencing and take other Parks-approved or required measures to facilitate continued safe public use of the park/trail corridor. Note SVT trail closure required between NE 24th and NE 32nd Streets.
- f. **UNFORSEEN CIRCUMSTANCES:** The Parks Division reserves the right to set additional terms and conditions as warranted by future unforeseen circumstances.
- g. **CULTURAL RESOURCES:** The Permittee shall make a copy of the provided King County Parks inadvertent discovery plan (IDP) available to the construction contractor prior to the start of ground disturbance. The IDP will be reviewed with the field staff at the start of ground disturbing work and will be kept on site during construction on King County property.
- h. **AGREEMENTS:** Two separate agreements (Landowner Agreement – RCO grant and Interagency Funding & Reimbursement Agreement) between Snoqualmie Valley Watershed Improvement District (SVWID) and King County are associated with this project and SUPS23-0004 which identify additional terms, conditions and obligations.

- i. **PROJECT COORDINATION:** Please see list of King County staff to be contacted related to this scope of work  
 After Hours Parks Emergency 206-477-8100  
 Kim Claussen, PPM IV Capital Planning Section 206-477-0329  
 kimberly.claussen@kingcounty.gov  
 Jon Polka, Capital Project Manager 206-477-7591  
 jon.polka@kingcounty.gov  
 John Mabry, Supervisor 206-263-8824  
 john.mabry@kingcounty.gov  
 Polo Cantu, Park District Maintenance Coordinator N Trails 206-423-0795 polo.cantu@kingcounty.gov  
 For all public outreach coordination please contact Andrea Godinez, Communications Specialist  
 206-477-5660 agodin@kingcounty.gov
  
- j. **CHANGES TO PROPOSED WORK: WORK AUTHORIZED UNDER THIS PERMIT SHALL BE IN ACCORDANCE WITH THE PLANS REVIEWED AND ACCEPTED BY PARKS. ANY MODIFICATIONS OR DEVIATIONS FROM THE PLANS SHALL BE SUBMITTED TO PARKS FOR REVIEW AND COMMENT AND/OR ACCEPTANCE. UNLESS OTHERWISE AGREED UPON A THREE-WEEK REVIEW PERIOD SHOULD BE ASSUMED FOR PARKS REVIEW.**
  
- k. **PROOF OF PERMIT:** The Permittee shall provide King County Parks with a digital copy of all required permit approvals and conditions prior to construction.
  
- l. **REGIONAL TRAIL ACCESS:**
  - 1. **ACCESS ON COUNTY TRAILS:** Access along or across King County Trails requires prior authorization from King County Parks. Additional requirements are as follows:
    - a. Construction vehicles shall come to a complete stop before crossing King County Regional Trails. Certified flaggers shall be on site to manage trail traffic during activities that require mobilization of large-scale construction equipment, vehicle turning or backing-up on or near the trail, or where sight distances or other site conditions warrant.
    - b. No steel tracks are allowed.
    - c. Any damage caused by the Permittee shall be repaired at the Permittee's sole expense.
  
  - 2. **OPERATIONAL REQUIREMENTS:** The Applicant and its Contractor shall be responsible for the maintenance of access roads, crossings, and utility locates, drainage structures and systems during the time period of construction. The Applicant shall provide three 24-hour contacts to the Parks Engineer for resolution of after hour maintenance or emergency issues arising in the work zone. King County Parks will make an effort to contact the Applicant in the event of an emergency to allow the Applicant and its Contractor to respond and address the issues arising in the work zone. Parks reserves its right to recover any costs associated with Parks staff needed to respond due to the failure of the Applicant or its Contractor to respond in a timely manner.
  
- m. **SURVEY REQUIREMENTS:** The Permittee or its Contractor shall be responsible for establishing survey control and for setting and maintaining all survey markers necessary for construction of the permitted work. Survey work shall be performed by a Professional Land Surveyor licensed to perform such work in the State of Washington and shall conform to standard practices and principles of land surveying as set forth in the laws of the State of Washington.
  
- n. **UTILITY LINE STAKING:** The Permittee shall stake or otherwise mark the proposed location of the utility alignment prior to installation. Location to be reviewed at the preconstruction conference.
  
- o. **STOCKPILE AND STAGING:** Stockpile and staging areas shall not be located within sensitive areas or their buffers. Staging of materials and/or equipment is not permissible on King County Parks property except where authorized in a Parks accepted Work Area and Staging Plan.
  
- p. **WORK AREA DELINEATION AND STAGING:** All equipment, materials, bore pits, and work areas within King County Parks property shall be clearly delineated, secured, and blocked off from public access for the duration of the proposed work.
  
- q. **UTILITY LOCATE:** A one-call utility locate AND private utility locate is required before any excavation on KC Parks property. The request for a one-call locate shall be made a minimum of two business days before excavation. The Contractor shall record the one-call ticket number and shall make available to King County Park's staff upon request.
  
- r. **TRAIL CLOSURE WITHOUT DETOUR:** The Permittee and its Contractor shall submit a Trail Closure Plan and Communication Plan to King County Parks for review and approval. A minimum 30 calendar days advance notice is required prior to implementing a full trail closure. Written notice shall be provided to Parks Division Property Management.
  
- s. **VEGETATION MAINTENANCE:** All new plants within King County trail ROW shall be watered for three years after the first growing season. Any dead or dying plants after this time shall be replaced in kind and watered for an additional three years after re-planting. Should any regulatory agencies require a longer performance and monitoring period the more stringent requirement(s) shall apply. All jurisdictional regulations for mitigation requirements and standards within sensitive areas and their buffers will apply on King County property.
  
- t. **TRAIL REPAIR:** Any damages to King County's Regional Trail facilities shall be restored to like conditions or better and in accordance with King County's standard Trail Repair Detail. Trail repairs shall match elevation and slope of adjacent trail surface with no discernible rise or dip. All repairs shall include the full trail width and have a minimum length of 4-feet. Coordinate with King County for proposed trail repairs.

- u. **RESTORATION WARRANTY:** Unless stated otherwise, a 1-year warranty is required for all restored areas to ensure work product is free from any defects in equipment, material, design, or workmanship performed by the Permittee and its Contractors. If defects are found, the Permittee shall make corrections at its sole expense.
- v. **NOTICE PROVISIONS:** All notice shall be delivered by phone at 206-477-9770 and by email at parksproperty@kingcounty.gov.
- w. **TRAIL CLOSURE WITHOUT DETOUR COMMUNICATION:** Please provide a brief project description a minimum of (30) days prior to commencement of work. Project description should include scope, location, impacts to the trail and dates, times, and durations of the impacts, and any other relevant information.
- x. **NOTICE OF CONSTRUCTION ACTIVITY:** The permittee shall provide to King County Parks oral and written notice a minimum of 72 hours prior to implementation of the work permitted in this SUP. A King County Parks Representative may elect to be on-site for the duration of the project work for construction inspection. See notice provisions.
- y. **PRECONSTRUCTION CONFERENCE:** A preconstruction conference is required and shall be held a minimum of two working days prior to the planned construction. Permittee shall verify that all required materials have been submitted and accepted by King County Parks. A minimum of seven (7) days notice is required to schedule the preconstruction conference.
  - a. **PRECONSTRUCTION SUBMITTALS:** The submittals listed below shall be provided to King County Parks for review and acceptance. Submittal materials shall be made available to the Parks Division with adequate time to review and accept them in advance of the preconstruction conference. Work shall not commence without the written acceptance from King County Parks. Submittal requirements are outlined in the Submittals section of this Permit.
    - i. Work Area and Staging Plan
    - ii. Traffic Control Plan or Detour Plan
    - iii. Temporary Erosion and Sedimentation Control (TESC) Plan
    - iv. Preconstruction Photos
    - v. Emergency contacts
    - b. **UTILITY LOCATES**
      - i. Request One-Call Utility Locates
      - ii. Request Private Utility Locates
    - c. **SITE PREPARATION** (see Work Area Requirement condition for details)
      - iii. Survey and stake property boundaries, easements, and encumbrances
      - iv. Secure work area per accepted Work Area and Staging Plan
      - v. Establish TESC measures per accepted TESC Plan
      - vi. Stake or otherwise mark proposed utility alignment
      - vii. Implement Traffic Control per accepted TCP
- z. **FINAL INSPECTION:** The Permittee shall coordinate, schedule, and attend a Final Inspection meeting with King County Parks at the proposed completion of the work authorized in this Permit. If the County determines that all work is complete and acceptable the County may authorize Final Acceptance. If the County determines that any remaining items need to be completed or repaired, the County will prepare a punch list defining those items and a schedule for completion. The Permittee shall complete all items identified within the identified schedule and shall provide documentation to the County of their completion. King County may, at its discretion, require further Final Inspection meetings to verify the satisfactory completion of identified punch list items before issuing Final Acceptance.
- za. **WORK AREA AND STAGING PLAN:** The Work Area and Staging plan shall consist of a vicinity map and/or site plan and shall identify the following:
  - a. Site access and construction entrances
  - b. Staging areas including contractor / personnel parking, materials, equipment, etc.
  - c. Maximum gross weight of construction equipment used.
  - d. Construction means and methods including layout for proposed methods (bore pits, trenches, utility pothole locations, etc.)
  - e. Methods for delineating and securing the work area
  - f. Advance warning signage
  - g. Construction work tasks and construction sequencing
- zb. **TRAFFIC CONTROL OR DETOUR PLANS:** The Permittee and its Contractor shall submit a Trail Closure or Detour Plan and Communication Plan to King County Parks for review and approval. Acceptance of a Final Traffic Control or Detour Plan and Communication Plan is required before work may begin. A minimum 30 calendar days advance notice is required prior to implementing a full trail closure.
- zc. **TEMPORARY EROSION AND SEDIMENT CONTROL (TESC) PLAN:** The Applicant or its Contractor shall prepare and submit a TESC Plan in accordance with applicable local, state, and federal requirements. King County may, require additional TESC measures at its sole discretion during review of the Plan or during construction.
- zd. **PRECONSTRUCTION PHOTOS:** The applicant shall photo document existing conditions on King County Parks property facilities within and adjacent to the work area and construction access. Documentation shall include features which may be damaged or impacted during construction including but not limited to pavement, fences, drainage features, vegetation, signage, and retaining walls. Photos should be submitted in digital form and shall include the date the photographs were taken.

- ze. RECORD DRAWINGS: The Permittee and its Contractor shall keep one copy of the Special Use Permit on the job site and shall maintain a record set of the Plans accurately marked to indicate completed work that differs from the design information shown in the approved Permit plans. At the completion of construction record drawings shall be provided to King County Parks electronically in Portable Document Format (PDF) unless otherwise stated. Utility lines installed on King County Parks property shall also be provided as ArcMap GIS shapefiles. Provide contact information on the record drawing.
- zf. GEOTECHNICAL RECORDS: Records from any geotechnical data collected on King County Parks property shall be provided to King County Parks upon request.
- zg. POSTCONSTRUCTION PHOTOS: Following the completion of construction and restoration, the applicant shall photo document conditions on King County Parks property facilities within and adjacent to the work area and construction access. Documentation shall include site features documented in preconstruction photos and/or relevant site features present before construction or features which documents the finished work including but not limited to pavement, fences, drainage features, vegetation, signage, and retaining walls. Photos should be submitted in digital form and shall include the date the photographs were taken
- zh. POSTCONSTRUCTION SUBMITTALS: The following submittals shall be required a minimum of 30 calendar days following the completion of work on parkland or within the timeframe identified by King County. Submittal requirements are outlined in the Submittals section of this Permit.
  - a. Record Drawings
  - b. Approved Culvert Shop Drawings and Calculations
  - c. Record of Materials Approval
  - d. Compaction Tests
  - e. Post-construction photos

## **16. INSURANCE:**

### **1. Minimum Scope and Limits of Insurance - Minimum Scope and Limits of Insurance**

Coverage shall be at least as broad as:

General Liability:

Insurance Services Office form number CG 0001 (Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY. The permittee shall maintain limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

AUTOMOBILE LIABILITY: Insurance Services Office form number (CA 00 01 Ed. 12-90 or its equivalent) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto", or the combination of symbols 2, 8 and 9. Limits shall be no less than \$1,000,000. Combined Single Limit Bodily Injury and Property Damage.

WORKERS COMPENSATION: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington;

EMPLOYERS LIABILITY or "Stop-Gap": The protection by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop-Gap" endorsement to the General Liability policy. Limits shall be no less than \$1,000,000.

### **2. Deductibles and Self-Insured Retentions - The deductible and/or self-insured retention of the policies shall not limit or apply to the permittee's liability to the County and shall be the sole responsibility of the permittee.**

### **3. Other Insurance Provisions - The insurance policies required in this permit are to contain, or be endorsed to contain the following provisions**

#### **a. All Liability policies except Workers Compensation:**

1. The County, its officers, officials, employees and agents are to be covered as insured as respects liability arising out of activities performed by or on behalf of the permittee in connection with this permit.

2. Insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents should not contribute with the permittee's insurance or benefit the permittee in any way.

3. The permittee's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

#### **b. All Policies:**

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits prior to the expiration date of this special use permit, unless forty-five (45) days prior notice, return receipt requested, has been given to the County.

### **4. Acceptability of Insurers - Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.**

### **5. Verification of Coverage - The permittee shall furnish the King County Real Property Division with certificates of insurance and endorsements required by this permit. The County reserves the right to require complete, certified copies of all required insurance policies at any time.**

### **6. Municipal or State Agency Provision - If the Permittee is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.**

7. **Insurance** - By the date of issuance of this permit, the permittee shall procure and maintain, for the duration of this permit, insurance or coverage against claims for injuries to persons or damages to property which may arise from and in connection with the rights and privileges granted by this permit and/or the performance of work hereunder by the permittee, his agents, representatives, employees and/or subcontractors.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

For All Coverage's: The cost of such insurance shall be paid by the permittee. Each insurance policy shall be written on an "Occurrence Form."