RESOLUTION - ACTION REQUESTED 2016-18

MEETING: January 5, 2016

TO: The Board of Supervisors

FROM: Tony Stobbe, Public Works Director

RE: Authorize Public Works to Advertise Fuel Supply Services Contract

RECOMMENDATION AND JUSTIFICATION:
Authorize Public Works to Advertise for Fuel Supply Services, Award the Agreement to the Lowest Responsible Bidder, and Authorize the Public Works Director to Sign the Agreement Following Review by County Counsel.

Staff recommends a Five (5) Year base contract term for these services with the County option of two (2) one year extensions, the same terms as the last agreement for this commodity.

Solicitation for bids will be advertised in the local newspaper. The bid period will close on 2:00 PM February 16, 2016, at which time all bids will be opened in the Administration Building at the Department of Public Works.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Soliciting for bids is mandated per Mariposa County Code Section 3.08.070, which requires notice to the Board of Supervisors of the proposed time and place of the bid opening.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board could choose to direct modifications to the specifications for the new contract.

FINANCIAL IMPACT:
Funding for fuel purchases are already included in approved budgets.

ATTACHMENTS:
Fuel Bid Spec 2016 (DOCX)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
CONTRACT FOR SERVICES

This Contract made this 5th day of January, 2015 between:

COUNTY: Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

and

CONTRACTOR: Chase's Foothill Petroleum
4632 Highway 49 S.
Mariposa, CA. 95338

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on March 1, 2016, and shall terminate February 28, 2021 and may be extended at the County's option for an additional two (2) one (1) year extension options unless terminated in accordance with the provisions of Article 7 of this Contract.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the expressed intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

2.02 Contractor Qualifications: Contractor warrants that Contractor has the necessary experience and technical skills to provide services under this Contract.

2.03 Contract Management: Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Contract.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR
3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit “A” attached hereto. No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with County and the results of the work shall be monitored by the Public Works Director or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor’s employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor’s services.

3.03 Employment of Assistants: Contractor may, at the Contractor’s own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor’s assistants or employees in the performance of those services.

Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount Contained in Exhibit ‘A’. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

[X] Incremental payments based on the following schedule:

Funding Source: Various

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. All invoices shall reference contract number.
4.03 **Date for Payment of Compensation:** County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 **Expenses:** Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor’s costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

**ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

5.01 **Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.02 **Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor’s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 **General Liability and Automobile Insurance:** During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named
as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 **Certificate of Insurance:** Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing coverage as set forth in paragraphs 5.03 and 5.05 which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.05 **Workers’ Compensation:** During the term of this Contract Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.

5.06 **Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

5.07 **State and Federal Taxes:** As Contractor is not County’s employee; Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;

b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;

c. County will not withhold state or federal income tax from payment to Contractor;

d. County will not make disability insurance contributions on behalf of Contractor;

e. County will not obtain workers’ compensation insurance on behalf of Contractor.

5.08 **Records:** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.
5.09 **Contractor’s Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.10 **Assignability of Contract:** It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

**ARTICLE 6. OBLIGATIONS OF COUNTY**

6.01 **Cooperation of County:** County agrees to comply with all reasonable requests of Contractor and to provide access to all documents as permitted by law necessary to the performance of Contractor’s duties under this Contract.

6.02 **Assignment:** Neither this Contract nor any duties or obligations under this Contract may be assigned by County without the prior written consent of Contractor.

**ARTICLE 7. TERMINATION OF CONTRACT**

7.01 **Termination on Occurrence of Stated Events:** This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 **Termination by County for Default of Contractor:** Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County’s option, may terminate this Contract by giving written notification to Contractor.

7.03 **Termination for Convenience of County:** County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 **Termination of Funding:** The parties acknowledge that the nature of government finance is unpredictable and that the rights and obligations set forth in this Contract are necessarily
contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Contract and all obligations of County arising from this Contract shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

**ARTICLE 8. GENERAL PROVISIONS**

8.01 **Notices:** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 **Entire Agreement of the Parties:** This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representatives, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 **Partial Invalidity:** If any provision in this Contract is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 **Attorney's Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.

8.05 **Conformance to Applicable Laws:** Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.
8.06 **Waiver:** In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.

8.07 **Governing Law:** This Contract and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mariposa.

Executed in Mariposa, California, on the date and year first above written.

**CONTRACTOR:**
Chase's Foothill Petroleum  
By: [Signature] 2-18-16  
(signature)  
(date)

**COUNTY:**
County of Mariposa  
By: [Signature] 2-18-16  
(date)  
Tony Stobbe  
Public Works Director

**APPROVED AS TO FORM:**
By: [Signature] 2-26-16  
(date)  
Steven W. Dahlem  
County Counsel
GASOLINE & DIESEL

BID FORM
PWB # 16-01

Due 2:00 p.m. on February 10, 2016

For all of Mariposa County Fleet Services vehicles and equipment as per Bid Specifications (BID #16-01)

1. Name and address of Bidder:
   Chase's Foothill Petroleum
   P.O. Box 137
   Mariposa, CA 95338

2. Price is subject to decreased and/or increases in the wholesale prices and to the following changes (if any)

   ____________________________________________

   ____________________________________________

3. Deviations (if any):

   ____________________________________________

4. Cost per hour (if any) for service repairs on tanks $50.00/hour.

5. Contractor may service fewer or additional tanks installed at present sites or new sites due to increase or decrease in enrollment or moves made to new sites.

6. A performance bond made out to Mariposa County Fleet Services for $1,000.00 shall be attached to the contract at time of award. If tanks are allowed to run out of fuel, through no fault of Mariposa County Fleet Services, causing interruption of service to Mariposa County Fleet Services, the bond shall be forfeited to Mariposa County Fleet Services. If the first bond is forfeited, a second bond for $1,000.00 shall be obtained by vendor within ten (10) days, with proof of bond to Mariposa County Fleet Services.
7. Due to daily fluctuation of prices, the amount per gallon may be changed by notifying Brad Jouett, Mariposa County Fleet Services, 4639 Ben Hur Road, Mariposa, CA 95338, in writing on a weekly basis. This change shall be based on the increase or decrease in wholesale prices only, with proof of fuel cost to be provided to Mariposa County Fleet Services. No price changes shall be allowed without this substantiation. California State sales and/or use tax shall be added to the invoice.
**GASOLINE/DIESEL FUEL BID**  
**PWB #16-01**

**BID SUBMITTAL SHEET**

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<tr>
<th>LOCATION AMT.</th>
<th>TYPE OF FUEL</th>
<th>PAST ANNUAL USAGE</th>
<th>DIFFERENTIAL</th>
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<td>.20</td>
</tr>
<tr>
<td>Barretts Cove</td>
<td>Prem. Unleaded</td>
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<td>.20</td>
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<tr>
<td>SO Generator—Dispatch</td>
<td>Red Diesel</td>
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<td>.20</td>
</tr>
<tr>
<td>SO Generator—Jail</td>
<td>Red Diesel</td>
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<td>.20</td>
</tr>
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<td>Coulterville</td>
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</tr>
<tr>
<td>Coulterville</td>
<td>Diesel</td>
<td>489 gallons</td>
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<tr>
<td>Yosemite West</td>
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<td>Yosemite West</td>
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<td>Reg. Unleaded</td>
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<td>.20</td>
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* Fuel quantities listed are from a previous years purchase and do not constitute an agreement to purchase minimal quantities but rather are provided as illustrative only.

***This form must be completed and returned with Bid***
January 7, 2016
COUNTY OF MARIPOSA

BID SPECIFICATIONS

FOR

GASOLINE AND DIESEL FUEL USED IN OPERATION OF THE COUNTY FLEET

PWB #16-01

SCOPE:

This bid is for a five (5) year term with two (2) additional one-year options for the County of Mariposa for gasoline, on-highway and off-highway diesel, used in the operation of the County fleet. The Notice of Award of Contract is anticipated to be issued on March 1, 2016 with the Contract extending from March 1, 2016 through February 28, 2021. The entire package will be bid as a whole and not divided among bidders.

PRICE:

PRICES SHALL BE FIRM FOR THE CONTRACT PERIOD. HOWEVER, VENDORS WILL BE ALLOWED TO FLUCTUATE THEIR PRICE WITH THE POSTED PRICE AS FOLLOWS:

The price posted by the “Oil Pricing Information Service” (OPIS) for Stockton or Fresno racks (whichever is less) shall be established as the maximum price. Bidder shall quote a guaranteed profit margin that shall not change during that contract period. Prices will be based on OPIS “Daily Average” (unbranded) or contractors purchase price (whichever is less) and will include all fees and freight charges.

All prices shall be F.O.B. destination including all dispensing costs. Bids quoting other than F.O.B. destination and dispensing costs will be rejected.

Contractor will be required to provide proof of fuel cost to Fleet Services upon request (i.e. Bill of Lading for fuel purchased by contractor, OPIS daily pricing for period requested) during contract period.

All prices quoted shall be inclusive of State, Federal and Environmental Use Tax.
The unit price quoted on the contract price sheet shall include all rental or other costs for use of non-County tanks during the contract period, as well as any costs for tank installation and/or removal.

TANKS:

Contractor will cooperate fully with previous supplier, if necessary, to arrange change-out of tanks and credit County for unused fuel in the tanks. There shall be no interruption of service to the County.

BID REQUIREMENTS:

The card lock system must be able to accommodate two- (2) card system, one (1) assigned to a County employee and one (1) assigned to a vehicle. Cards are to be supplied by the contractor. Replacement cards must be available on same day as requested. Cards to be for restricted products. Local networking service will be required. New Cards Shall be issued by the contractor for this contract. Additional cards will be issued upon request of the County Fleet Manager and or his designee.

QUANTITY:

The total quantity shown is approximate and is for bid evaluation purposes only. The quantity is not guaranteed.

The County will not be obligated or required to purchase any of the contractor’s surplus inventories resulting from the expiration of this contract.

The County reserves the right to purchase fuel from other than the contractor in the event Contractor’s fuel is not available in the area needed and in the event of an emergency.

MINIMUM ORDER:

Requests for delivery shall state which tank(s) are to be filled at each location. Less than minimum deliveries may be made when agreed upon by both the contractor and the using location (i.e. “keep full” deliveries).

REGULAR DELIVERY REQUIREMENTS:

Tanks are to be at a keep full delivery schedule by contractor. In the event that additional delivery is needed, delivery is to be completed in 24-hours of the receipt of order by the contractor for outlying areas listed.

Contractor agrees to deliver fuel during regular working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except County-observed holidays.

EMERGENCY FUELING REQUIREMENTS:

Emergency fueling for emergency vehicles must be available during power outages and emergency situations at no additional cost. This service must be immediately available in an
emergency situation as determined by the County. Prior to award of Contract contractor must, in writing, advise Fleet Services how Emergency Fueling will be accomplished and be acceptable to Fleet Services before award of contract.

Contractor is required to advise the Fleet Services Department of any repetitive emergencies occurring at any single site.

ALLOCATIONS:

In the event the contractor’s supply of awarded items is reduced for reasons beyond the contractor’s control to a level which prevents the supply of the County’s requirements in full, the contractor agrees to supply the County no less than a proportionate share delivered to similar accounts, unless federal regulations require otherwise. If such reduction occurs, the County reserves the right to cancel all or part of the contract without prejudice to either party, by giving the contractor thirty (30) days written notification.

ORDERING PROCEDURE:

Items will be ordered by the Fleet Services Department directly to the contractor.

DELIVERY LOCATIONS:

Typically, many of the delivery locations are semi-remote, and access may only be possible over narrow, winding, unpaved roads. These roads may often limit delivery to trucks without trailers and in some instances smaller-than-normal trucks may be required. During the winter or periods of inclement weather, making deliveries may be especially difficult. Snow chains may be required. BIDDERS NOT FAMILIAR WITH THE PHYSICAL SURROUNDINGS OF ANY LOCATION ARE STRONGLY ADVISED TO PERSONALLY VIEW THOSE LOCATIONS PRIOR TO BIDDING. Lack of familiarity with a delivery location will in no way relieve a contractor from his responsibility to fulfill a contract in full accordance with the terms and conditions of this bid.

Coulterville Fueling Facility:

Mariposa County owns the card lock system at the Coulterville yard in Coulterville California. Mariposa County owns all equipment on site such as tanks, pumps, readers, printer and fuel site controller. It will be the responsibility of the successful bidder to install and maintain software into the County owned system and any other needed hardware with no additional cost to the County. The Contractor will be responsible for any fees associated with the card lock system. Contractor will be responsible for maintaining the card inventory in the system. Access will be limited to Mariposa County fuel purchases only. Fuel in Mariposa County’s tank will be the property of the successful bidder until dispensed and billed with the normal card lock billing.
DELIVERY EQUIPMENT:

Contractor will be required to make deliveries at the time specified in vehicles suitable for each individual location. These vehicles shall be equipped as required by applicable laws, rules, or regulations with all components such as connectors and hoses of the proper size, length, etc., necessary to successfully complete delivery. All delivery vehicles and/or trailers must have accurate metering equipment to enable County personnel to verify quantities delivered. All contractor facilities and equipment used by County employees must be kept in a clean and safe condition to ensure employee safety (i.e., leaky fuel hoses, oil or fuel on ground). Contractor must be available onsite to train County employees and monitor safety procedures at their facilities.
INVOICING REQUIREMENTS:

An itemized monthly billing listing the following by vehicle is required: date, time, type of fuel, operator, cost at time of fueling, odometer or hour meter reading, quantity pumped and total for the month. Each user department is to be directly billed for fuel used by that department and will be fiscally responsible for this charge.

Fleet Services is to be copied on the invoice in an electronic format that is compatible for downloading to the County’s cost accounting software to eliminate manual entry of all user-department fueling information.

Invoices must reflect the tank number and/or location.

CONTRACTOR’S RESPONSIBILITY:

The contractor shall perform all deliveries to County facilities in a safe and professional manner. Contractor’s equipment shall be up to federal and state standards and all personnel shall be trained in safety measures to preclude accidents endangering County personnel or property.

Contractor shall have adequate equipment for delivery of goods on proposed contract.

Contractor shall have on-site office and personnel resources for responding to the County’s needs, on weekdays during the hours of 7:30 a.m. through 5:00 p.m. Contractor shall have 24-hour, 7-day emergency telephone service with a list supplied to all user departments and Fleet Services upon contract award.

Contractor shall supply certificates of insurance and workman’s compensation to the County at award of contract.

PERFORMANCE BOND REQUIREMENT

A performance bond made out to Mariposa County Fleet Services for $1,000.00 shall be submitted upon award of bid. If any tanks are allowed to run out of fuel, the bond shall be forfeited to Mariposa County Fleet. If the first bond is forfeited, a second bond for $2,000.00 shall be obtained from vendor within 10 working days, with proof of bond to Mariposa County Fleet Services.

MODIFICATION OF CONTRACT:

Any contract resulting from this bid may be modified in whole or in part upon mutual agreement of both parties. Such modification shall be in writing, signed and dated by authorized representatives of each party.

Any questions regarding this bid proposal can be referred to Brad Jouett, Fleet Services Manager at Mariposa County Fleet Services at bjouett@mariposacounty.org.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFIERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Walter R Reinhardt Insurance Agency, Inc.
499 West Shaw Avenue, Ste. 130
Fresno CA 93704-2516

INSURED
Chase's Foothill Petroleum
P.O. Box 137
MARIPOSA CA 95338

INSURER:
A NATIONWIDE AGRIBUSINESS

COVERAGES
CERTIFICATE NUMBER: CL1572302507

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>POLICY EXP (MM/DD/YYYY)</th>
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<td></td>
<td></td>
<td>MED EXP (Any one person): $50,000</td>
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<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY: $5,000</td>
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<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE: $2,000,000</td>
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<td></td>
<td></td>
<td>PRODUCTS - COMPOUND AGG: $2,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>SCHEDULED AUTOS</td>
<td>CPP121909</td>
<td>8/11/2015</td>
<td>8/11/2016</td>
<td>COMBINED LIMIT: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>NON-OWNED AUTOS</td>
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<td></td>
<td>BODILY INJURY (Per person): $50,000</td>
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<td>BODILY INJURY (Per accident): $50,000</td>
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<td>PROPERTY DAMAGE (Per accident): $50,000</td>
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<td></td>
<td>MEDICAL EXPENSE: $50,000</td>
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<td></td>
<td></td>
<td>EACH OCCURRENCE: $4,000,000</td>
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<td>AGGREGATE: $4,000,000</td>
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<tr>
<td>A</td>
<td>WORKERS' COMPENSATION</td>
<td>ANY PROPRIETOR/Partner/Executive Officer/Member Excluded?</td>
<td>N/A</td>
<td>CUI21909</td>
<td>8/11/2015</td>
<td>8/11/2016</td>
<td>PER STATUTE: $574,000 Blanket Limit</td>
</tr>
<tr>
<td></td>
<td>EMPLOYERS' LIABILITY</td>
<td>(Mandatory in NH)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. EACH ACCIDENT: $1,000 Deductible</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Mandatory in NH)</td>
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<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE: $1,000 Deductible</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Mandatory in NH)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT: $1,000 Deductible</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED

CERTIFICATE HOLDER
(209) 966-2828
MARIPOSA COUNTY PUBLIC WORKS
ATTN: DARLENE
4639 BEN HUR RD.
MARIPOSA, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Patrick Bradley/SRA

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INS025 (201401)
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a valid written contract or agreement, executed prior to any "occurrence", that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or
B. In connection with your premises owned by or rented to you.

ALL OTHER CONDITIONS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED BY THIS ENDORSEMENT.