RESOLUTION - ACTION REQUESTED 2017-300

MEETING: May 16, 2017

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a Contract with S & S Electric for a Generator at the Coulterville Wastewater Treatment Plant

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with S & S Electric in the Not to Exceed Amount of $37,060 for a New Back-Up Generator at the Coulterville Wastewater Treatment Plant; and Authorize the Public Works Director to Sign the Agreement.

The back-up generator presently in use dates back to 1977 and has become unreliable due to parts required to make repairs being no longer available.

This project was publicly advertised with S & S Electric being the lowest responsive bidder.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
None

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without back-up power the plant will cease to operate creating a risk of spilling untreated wastewater into the environment creating a violation from the State Water Control Board.

FINANCIAL IMPACT:
Sufficient Funding is currently allocated for this project.

ATTACHMENTS:
S & S Electric Generator 17-025 (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Dallin Kimble, Interim CAO 5/9/2017
RESULT:       ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:        Merlin Jones, District II Supervisor
SECONDER:     Kevin Cann, District IV Supervisor
AYES:         Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT FOR INSTALLATION OF A GENERATOR AT THE COULTERVILLE TREATMENT PLANT

THIS AGREEMENT is made and entered into this 16th day of May, 2017, by and between the County of Mariposa, a political subdivision of the State of California, “County”, and S & S Electric, “Contractor”, pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written, and shall continue until all authorized work is approved by the County or December 31, 2017, whichever is earlier.

2. SERVICES

Contractor shall perform Installation of a generator at the Coulterville Treatment Plant as described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $37,060. The Contractor’s hourly rates are listed in Exhibit B, “Cost Proposal.” The County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the “not to exceed” amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.
A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $2,000,000 per accident for bodily injury or disease.

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from County’s sole negligence or willful acts.

6. 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 Agreement 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 Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)
In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement 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.

8. **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.

9. **ASSIGNMENT**

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.

10. **NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**  
S & S Electric  
3188 Wass Rd.  
Mariposa, CA. 95338  
Lance Stewart  
(209) 966-5252

**COUNTY:**  
Public Works  
County of Mariposa  
4639 Ben Hur Rd.  
Mariposa, CA 95338  
PH: (209) 966-5356

11. **COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion,
color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and Mike Healy, Interim Public Works Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 30 calendar days’ written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

[ONLY FOR PROJECT OPTION]
D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, “Scope of Work.” In addition, Contractor understands and agrees that County may, in County’s sole discretion, refuse to pay Contractor for that portion of Contractor’s services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

16. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

17. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

20. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

21. SUCCESSORS AND ASSIGNS

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

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. AUTHORITY

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.
29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**Funding Source: 314-0903-853-0418**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

[Signature]
Mike Healy, Director

CONTRACTOR

[Signature]
Lance Stewart

APPROVED AS TO LEGAL FORM:

[Signature]
Steven W. Dahlem
County Counsel
S&S Electric

DATE: 4/17/2017

PROJECT: Coulterville Treatment Plant
Exhibit A

S&S Electric is pleased to submit this proposal for the above reference project.

SCOPE OF WORK

- Install a 45KW LP Gen set
- Install a structural concrete slab for generator and new propane line
- Install safety lock out on spray field pumps Please note you will be able to run one spray field pump with this option
- Install two 6" steel pipe concrete filled Ballard's.

S&S Electric will coordinate all necessary shut downs of plant with MCPW
S&S Electric will maintain a clean job sight
S&S Electric can or will submit a safety pan as well as job scope time line if desired

RESPONSIBILITIES OF OWNER

Allow S&S electric access to proposed job location

S&S Electric appreciates the opportunity to furnish you a proposal on this project and looks forward to working with you. Should any of the above mentioned need further clarification please do not hesitate to contact us.

S&S Electric
3188 Wass Road
Mariposa, CA 95338
Phone (209) 966-5252
Fax (209) 742-6119
sselectric@sti.net
Lic. No. 881257

Regards,
S&S Electric

Lance Stewart,
President
S&S Electric

DATE: 4/17/2017

PROJECT: Coulterville Treatment Plant
Exhibit B

S&S Electric is pleased to submit this proposal for the above reference project.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit Price</th>
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<tr>
<td>11</td>
<td>Replace existing flood light on front of building with LED Flood light</td>
<td>1</td>
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Labor Rate $90. HR

Payment Schedule

10% of contract price upon mobilization, construction start and county permits
60% of contract price upon completion of conduit runs, propane line, Gen Set pad and ballard’s
30% of contract price upon completion, start up and approval of MCPW associates

Quotation will be held firm for 30 days. This quote may be modified and/or rescinded by S&S Electric at its sole discretion unless the quote is accepted before the expiration date.

S&S Electric appreciates the opportunity to furnish you a proposal on this project and looks forward to working with you. Should any of the above mentioned need further clarification please do not hesitate to contact us.

S&S Electric
3188 Wass Road
Mariposa, CA 95338
Phone (209) 966-5252
Fax (209) 742-6119
sselectric@sti.net
Lic. No. 881257

Regards,
S&S Electric

Lance Stewart,
President
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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**
Leap/Carpenter/Kemps Insurance Agency
3187 Collins Dr
Merced CA 95348

**CONTACT**
Michelle Paskin
FAX (Ac. No.): 209-386-6141
E-MAIL: mpaskin@lkinsurance.com

**INSURED**
S&SEL-1
Stewart & Stewart Electric Inc
DBA S & S Electric
3188 Wass Road
Mariposa CA 95338

**INSCRIBER(S) AFFORDING COVERAGE**
INSURER A: Travelers Cas Ins Co of Amer
INSURER B: Markel Insurance Company

**CERTIFICATE NUMBER**: 561674496

**REVISION NUMBER**

**Identification of insuring agreements:**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

Mariposa County Public Works is named as an additional insured in respects to general liability and auto liability.

**CERTIFICATE HOLDER**
Mariposa County Public Works
4639 Ben Hur Road
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**

© 1988-2014 ACORD CORPORATION. All rights reserved.
(4) All reasonable expenses incurred by the "insured" at our request, including loss of earnings up to $500 a day because of time off from work.

Under B. Exclusions, Fellow Employee, the following paragraph is added:

But this exclusion does not apply to "bodily injury" to a fellow "employee" caused by any person whose position within the insured organization is at or above the level of manager or supervisor.

Coverage afforded by this provision is excess over any other collectible insurance.

In SECTION III - PHYSICAL DAMAGE COVERAGE, the following changes are made:

Under A. Coverage, Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles, the following is added:

If damage to glass is repaired in lieu of being replaced, no deductible will apply for repair only.

Under A. Coverage, Coverage Extensions, the following is added:

c. Personal Effects Coverage
In the event of a total theft of your covered "auto", for which you carry either Comprehensive or Specified Causes of Loss coverage, we will pay up to $500 for the personal effects which are:

1. owned by you; and
2. in your covered "auto" at the time of the total theft of such "auto".

No deductible applies to Personal Effects Coverage.

Under A. Coverage, the following is added:

5. Lease and Loan Gap Coverage
In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that physical damage coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. The amount paid under the Physical Damage Coverage section of the policy; and

b. Any:

(1) Overdue lease/loan payments at the time of the "loss";
(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

Under D. Deductible, the following paragraph is added:

When Collision Coverage is provided by this policy, the deductible amount will not be subtracted from the loss payment in collisions involving your covered "auto" and another auto covered by Allstate Insurance Company or any of its affiliates.

In SECTION IV - BUSINESS AUTO CONDITIONS, the following changes are made:

Under A. Loss Conditions, Duties In The Event Of Accident, Claim, Suit Or Loss Condition, the following is added under subpart a:

Knowledge of an "accident" or "loss" by any of your agents, servants or "employees" shall not in itself constitute knowledge by you, unless you or one of your corporate officers or managers, or any assignee, shall have received such notice from the agent, servant or "employee".

When you report an occurrence of any "accident" or "loss" to a Worker's Compensation carrier or self insured plan providing the named insured's Worker's Compensation insurance which later develops into a claim submitted under this policy, failure to report such "accident" or "loss" to us at the same time shall not be deemed a violation of this condition. After you become aware of such liability claim arising from the "accident" or "loss", you must give us prompt notice.

Under A. Loss Conditions, Transfer of Rights of Recovery Against Others To Us, the following is added:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of work you perform under a contract with such person or organization, in which you have agreed to waive your right of such recovery.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the PROVISIONS of this endorsement carefully to determine rights, duties, and what is and is not covered.

A. Broadened Named Insured
B. Damage To Premises Rented To You Extension
   • Perils of fire, explosion, lightning, smoke, water
   • Limit increased to $300,000
C. Blanket Waiver of Subrogation
D. Blanket Additional Insured – Managers or Lessors of Premises
E. Blanket Additional Insured – Lessor of leased Equipment
F. Incidental Medical Malpractice
G. Personal Injury – Assumed by Contract
H. Extension of Coverage – Bodily Injury
I. Injury to Co-Employees and Co-Volunteer Workers
J. Aircraft Chartered with Crew
K. Non-Owned Watercraft – Increased from 25 feet to 50 feet
L. Increased Supplementary Payments
   • Cost for bail bonds increased to $2,500
   • Loss of earnings increased to $500 per day
M. Knowledge and Notice of Occurrence or Offense
N. Unintentional Omission
O. Reasonable Force – Bodily Injury or Property Damage

PROVISIONS

A. BROADENED NAMED INSURED
1. The Named Insured in Item 1. of the Declarations is as follows:
   The person or organization named in Item 1.
   of the Declarations and any organization, other than a partnership or joint venture, over
   which you maintain ownership or majority interest on the effective date of the policy.
   However, coverage for any such organization will cease as of the date during the policy pe-
   riod that you no longer maintain ownership of, or majority interest in, such organization.
2. WHO IS AN INSURED (Section II) Item 4.a.
   is deleted and replaced by the following:
   a. Coverage under this provision is afforded only until the 180th day after you acquire
      or form the organization or the end of the policy period, whichever is earlier, unless
      reported in writing to us within 180 days.
3. This Provision A. does not apply to any person or organization for which coverage is ex-
   cluded by endorsement.

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION
1. The last paragraph of COVERAGE A. BOD-
   ILY INJURY AND PROPERTY DAMAGE LI-
   ABILITY (Section I – Coverages) is deleted
   and replaced by the following:
   Exclusions c. through n. do not apply to dam-
   age to premises while rented to you, or tem-
   porarily occupied by you with permission of
   the owner, caused by:
   a. Fire;
   b. Explosion;
   c. Lightning;
   d. Smoke resulting from such fire, explosion,
      or lightning; or
   e. Water.
   A separate limit of insurance applies to this
   coverage as described in LIMITS OF INSUR-
   ANCE (Section III).
2. This insurance does not apply to damage to
   premises while rented to you, or temporarily
whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.

2. The insurance afforded to the additional insured does not apply to:
   a. Any "occurrence" that takes place after the equipment lease expires; or
   b. "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. INCIDENTAL MEDICAL MALPRACTICE

1. The definition of "bodily injury" in DEFINITIONS (Section V) is amended to include "Incidental Medical Malpractice Injury".

2. The following definition is added to DEFINITIONS (Section V):
   "Incidental medical malpractice injury" means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:
   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
   c. First aid.
   d. "Good Samaritan services". As used in this Provision F., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. — BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):
   (This insurance does not apply to:) Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.

5. For the purposes of determining the applicable limits of insurance, any act or omission, together with all related acts or omissions in the furnishing of the services described in paragraph 2. above to any one person, will be considered one "occurrence".

6. This Provision F. does not apply if you are in the business or occupation of providing any of the services described in paragraph 2. above.

7. The insurance provided by this Provision F. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

G. PERSONAL INJURY — ASSUMED BY CONTRACT

1. The Contractual Liability Exclusion in Part 2., Exclusions of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (Section I – Coverages) is deleted and replaced by the following:
   (This insurance does not apply to:)
   Contractual Liability
   "Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for
2. In Part d, the amount we will pay for loss of earnings is increased to $500 a day.

M. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.

3. However, this Provision M. does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

N. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision N. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

O. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The Expected Or Intended Injury Exclusion in Part 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.