RESOLUTION - ACTION REQUESTED 2018-203

MEETING: May 8, 2018

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve an Agreement with J.S. West Propane to Provide Propane for All County Buildings

RECOMMENDATION AND JUSTIFICATION:
Terminate All Prior Agreements with J.S. West, Approve a Consolidated Agreement with J.S. West for Propane at Various County Facilities; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County currently has at least three separate agreements for propane services with J.S. West. A number of county facilities, including all County fire stations, also have contracts for propane with different vendors at a much higher rate. This action consolidates all J.S. West agreements into one easily modified contract for services that includes additional County facilities that were previously paying a higher price for propane.

The new agreement will initially serve 37 locations with the ability to add or remove locations as needed. It also secures a mutually agreeable price for propane through June 30, 2020.

Staff expects this action will simplify the administration of our propane contracts and yield cost benefits for the County. On that basis, staff recommends approval of the action as requested.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Solicitation for propane contract bids were advertised in the Mariposa Gazette on May 25 and June 1, 2017. The bid period closed on Thursday, June 15, 2017 at 4:00 PM and bids were opened publicly on Friday, June 16, 2017 at 10:00 AM in the lobby of the Public Works Administration building.

Since that time, several smaller agreements were entered including propane service for the human resources and agricultural commissioner offices. The proposed contract includes additional facilities and flexibility without exceeding the term of the original contract signed in 2017.
Resolution - Action Requested 2018-203

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the consolidated agreement. Staff will continue to manage existing agreements and pursue new agreements for locations that are not included in the original.

ATTACHMENTS:
JS West Agreement (PDF)

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 THE SUPPLY OF LIQUID PROPANE

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of May, 2018, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and J.S. West Propane, ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on May 8, 2018 and terminate on June 30, 2020 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform the supply of liquid propane gas 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 amount of the wholesale base price per gallon plus contractor's differential of $0.3100. 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.

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 $1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following 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 and 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 Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from 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 Agreement 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 Agreement 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:
J.S. West Propane
501 9th St.
Modesto, CA 85354
209-577-3221

COUNTY:
Public Works
County of Mariposa
5356 Ben Hur Rd.
Mariposa, CA 95338
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. 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.

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 bring an action in connection with this Agreement, 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 terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination 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, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**Funding Source: 001-0128-473-0460**
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

J.S. West Propane

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel
EXHIBIT A
SCOPE OF WORK

COUNTY OF MARIPOSA

BID SPECIFICATIONS
FOR
COUNTY FACILITIES REQUIRING L. P. GAS HEATING FUEL

PWB 17-01

SCOPE:

This bid covers the approximate three (3) year requirements of the County of Mariposa for LIQUIFIED PETROLEUM GAS (LPG). The Notice of Award of Contract is anticipated to be issued June 23, 2017 with the term of the contract extending from July 1, 2017 through June 30, 2020.

PRICE:

Prices shall be quoted as DIFFERENTIALS. Differentials will be truncated to four (4) digits past the decimal (example: $.12345 will be calculated as $.1234).

Prices shall include delivery and dispensing of fuel to destination. Bids quoting other than delivery and dispensing of fuel to a destination will be rejected.

The differential quoted on the Contract Bid Sheet (page 6) shall include all rental or other costs for use of those tanks during the contract period, as well as any costs for tank installation and/or removal.

DIFFERENTIAL AMOUNT SHALL BE FIRM FOR THE CONTRACT PERIOD. IT IS UNDERSTOOD THAT CONTRACTOR’S TOTAL PRICE WILL FLUCTUATE WITH THE POSTED BASE PRICE AS FOLLOWS:

THE TARGA PRICE IN SAN FRANCISCO, CA, AS SHOWN IN THE CURRENT WEEKLY PROPANE NEWSLETTER, PUBLISHED ON THURSDAYS, WITH MONDAYS’ UPDATES, SHALL BE ESTABLISHED AS THE BASE PRICE. BIDDER SHALL QUOTE A DIFFERENTIAL THAT SHALL NOT CHANGE DURING THE CONTRACT PERIOD. (PLEASE NOTE INVOICING REQUIREMENT BELOW).
TANKS:

Tank size and number of tanks are attached. All tanks shall meet OSHA permitting requirements. A list of all tank numbers, by location, shall be provided by the contractor to Public Works two (2) months after award of the contract.

Contractor will cooperate fully with previous supplier to arrange change-out of tanks. Contractor will transfer all unused fuel to their replacement tanks. There shall be little or no interruption of service to the County.

SPECIFICATIONS:

The contractor shall furnish Liquified Petroleum Gas (LPG), Commercial Propane, in accordance with the Natural Gas Processors Association (NGPA) LPG. (Specifications and test methods, NGPA Publication 2140 with latest revisions.)

QUANTITY:

Any contract resulting from this bid will expire on June 30, 2020, and any remaining contract balances will thereby be cancelled in its entirety.

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

The County may purchase LPG from other than the contractor in the event of an emergency.

MINIMUM ORDER:

This is a "keep full" contract.

REGULAR DELIVERY REQUIREMENTS:

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

EMERGENCY DELIVERY REQUIREMENTS:

Emergency deliveries are not anticipated to occur and shall be kept to a minimum by the ordering agencies. Emergency orders may be placed by telephone with the written order presented to the contractor at the time of delivery.

Deliveries requested outside the regular working hours and days shall be considered an emergency. Additional charge for delivery shall be $____ (bidder to complete). This charge shall be per quarter hour, "portal to portal" and shall be a non-award factor.

Contractor is required to advise the Department of Public Works, Facilities Division, of any repetitive emergencies occurring at a single site.
STANDING TIME:

The County shall be entitled to standing time for the purpose of dispensing fuel at no charge.

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:

Although the Liquid Propane Fuel contract is managed by the Mariposa County Public Works Department, all using departments will have the right to contact the vendor, if necessary, for any filling requests outside normal fill-up requirements. All other items will be ordered by the Public Works Department directly from 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. 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.

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.

INVOICING REQUIREMENTS:

The contractor shall render invoices as instructed by the County Public Works Department. Prices shall be itemized showing the BASE PRICE, the DIFFERENTIAL, and the TOTAL PRICE per gallon. State sales and/or use tax shall be added to the invoice. Invoices must reflect the tank number and location.
TEMPERATURE CORRECTION DISALLOWED:

Temperature correction of delivered products WILL NOT be allowed. Invoices and payments shall be for gross quantity (gallons) delivered (metered).

CONTRACTOR'S RESPONSIBILITY:

The contractor shall perform all deliveries to County facilities in a safe and professional manner. Contractor's equipment shall be in good working order 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 adequate office and personnel resources for responding to the County's needs, including telephone coverage weekdays during the hours of 8:00 a.m. through 5:00 p.m.

Contractor's equipment shall be compatible with the County's facilities.

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.

(4) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader
coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

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

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(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.

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(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.

(10) General Liability and Automobile Insurance: During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at

MODIFICATION OF CONTRACT:

Delivery sites may be changed, deleted, or added as deemed necessary by the Public Works Department, Facilities Division.

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.
EXHIBIT B
COST PROPOSAL

CONTRACT BID SHEET
COUNTY OF MARIPOSA – LPG HEATING FUEL
PWB 17-01

DIFFERENTIAL (from TARGA base price): $ .31
(Price to include: removal, installation & tank rental)

SALES TAX RATE: 0

SIGNATURE OF BIDDER WITH BUSINESS ADDRESS
THIS 8th DAY OF May, 2018.

SIGNATURE: 

TITLE: Director of Sales & Marketing

BUSINESS NAME: J. S. West Propane

ADDRESS: 501 9th Street
Modesto, CA 95354

TELEPHONE NO.: 209-577-3221

E-MAIL ADDRESS: bettebest@jswest.com
## County Tank Locations

<table>
<thead>
<tr>
<th>Facility/Location</th>
<th>Serviced by</th>
<th>Tank Size</th>
<th>Serial #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Fleet Maintenance</td>
<td>Contract</td>
<td>1,154</td>
<td>121547</td>
</tr>
<tr>
<td>4639 Ben Hur Rd, Mariposa</td>
<td></td>
<td>1,150</td>
<td>B-56122</td>
</tr>
<tr>
<td>2 Facilities Maintenance</td>
<td>Contract</td>
<td>499</td>
<td>B-49705</td>
</tr>
<tr>
<td>4639 Ben Hur Rd, Mariposa</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Public Works Dept. Roads</td>
<td>Contract</td>
<td>575</td>
<td>124178</td>
</tr>
<tr>
<td>4639 Ben Hur Rd, Mariposa</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Woodland Park/Hall</td>
<td>Contract</td>
<td>250</td>
<td>195984</td>
</tr>
<tr>
<td>3415 Woodland Drive, Mariposa</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Darrah Park/Schoolhouse</td>
<td>Contract</td>
<td>250</td>
<td>320107</td>
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<tr>
<td>5991 Darrah Rd, Mariposa</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Midpines Park/Hall</td>
<td>Contract</td>
<td>250</td>
<td>7.06E+05</td>
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<td>6364 Hwy 140, Midpines</td>
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<td>7 Government Center/Library</td>
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