RESOLUTION - ACTION REQUESTED 2018-329

MEETING: July 10, 2018

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve an Agreement with Moore Twining Laboratories

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Moore Twining Laboratories Inc. for a Not-To-Exceed Amount of $70,000 to Provide State Certified Lab Chemical Analysis for Various Utilities and Facilities Throughout the County; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Public Works maintains numerous Water and Wastewater systems for Special Districts as well as several County facilities. The County is required by the State to take periodic water and wastewater samples and have them tested by a State Certified Laboratory for bacterial, mineral, and chemical content.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Public Works has entered in prior agreements and has been extremely satisfied with the work and service produced by Moore Twining Laboratories.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement and Public Works will have to conduct an extensive search for another certified professional service provider willing to provide the same level of service and reliability at unknown quality or cost, potentially putting County systems out of compliance with State Regulatory requirements.

FINANCIAL IMPACT:
Funding for the cost of this Agreement is budgeted in several budgets that are managed by the Public Works Department in the Requested/Recommended Fiscal Year 2018-19 Budget.

ATTACHMENTS:
Moore Twining Assoc 18-059 Various (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 CHEMICAL ANALYSIS FOR VARIOUS FACILITIES

THIS AGREEMENT ("Agreement") is made and entered into this 10th day of July, 2018, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Moore Twining Associates a ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2018 and terminate on June 30, 2019 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Chemical Analysis for Various Facilities 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 $70,000. 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.

Note: Not required if Contractor provides written verification it has no employees.

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:**
Moore Twining & Associates, Inc.
2527 Fresno St.
Fresno, CA. 93721
559-268-7021

**COUNTY:**
Public Works
4639 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 the Director of Public Works & Transportation. 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 Thirty (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:**
316-0905-855-0414 601-0404-651-0414 314-0903-852-0414
322-0912-871-0414 001-0128-473-0414 300-0301-581-0414

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**

Moore Twining Associates

**ATTEST:**

Rene LaRoche
Clerk of the Board

**APPROVED AS TO FORM:**

Steven W. Dahlem
County Counsel
All sample containers, coolers, blue ice, and Chain-of-Custody paperwork is included at no additional charge.

Courier service is provided as a courtesy and without charge to the County on Mondays only. The courier will arrive no later than 2:00 pm and will be instructed to not wait more than 15 minutes for samples before leaving. If Monday is a Holiday, then another day can be worked out for pick up at no charge.

If an additional courier is needed during the week, then the MTA Project Manager and/or Sample Control Supervisor must be notified in writing at least 24 hours in advance to schedule the pick-up. A second weekly pick-up will not be automatic, but it can be scheduled in advance. A phone call to the courier to request a pick-up will not be acceptable. This additional courier pick-up will be charged at $65.00.

Due to additional preparation required for the analysis, the MTA Project Manager and/or Sample Control Supervisor must be notified in writing at least 24 hours in advance for the analysis of Fecal Coliform in Soil.

If a courier pick-up is scheduled and MTA arrives and there are no samples, then a $125 courier fee will be charged to cover driver and vehicle expenses.

Project Manager: Julio Morales - (559) 268-721 or juliom@mooretwining.com
Sample Control Supervisor: Greg Betts - (559) 268-7021 or gregb@mooretwining.com

If you have any questions, please feel free to call us at the number listed above. We look forward to earning your business.

Sincerely,

Moore Twining Associates, Inc.

Derek Ramirez
Sales Manager

Accepted by: Darryl Nielsen
Mariposa County

Date:_________
### Analytical Services Quotation

**California ELAP Certificate #1371**

**Darryl Nielsen**  
Mariposa County  
Analytical Services 2018 to 2019

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#### Group Analysis Details

**Cation/Anion Balance Group consists of:**
- Alkalinity by SM320B  
- Magnesium Dissolved EPA 200.7  
- Sulfate by EPA 300.0  
- Calcium Dissolved EPA 200.7  
- Nitrate as N by EPA 300.0  
- Potassium Dissolved EPA 200.7  
- Chloride by EPA 300.0  
- Sodium Dissolved EPA 200.7

**Fecal Coliform in Soil consists of:**
- Soil - Fecal Coliform  
- Moisture

**Title 22 consists of:**
- 504.1 DBCP, EDB  
- S25 2  
- Alkalinity by SM320B  
- Asbestos (DW) by EPA 100.2 (Sub)  
- Calcium Total EPA 200.7  
- Copper Total EPA 200.7  
- EC by SM2510B  
- Langelier Index (Calc)  
- Mercury Total EPA 200.8  
- Nitrate-N by EPA 300.0  
- Potassium Total EPA 200.7  
- Sulfate by EPA 300.0  
- Turbidity by EPA 180.1  
- 505  
- 531.2 Title 22  
- Aluminum Total EPA 200.7  
- Barium Total EPA 200.7  
- Cyanide by SM 4500CN-E  
- Fluoride by EPA 300.0  
- Lead Total EPA 200.8  
- MBAS by SM 5540C  
- Odor by SM 2150B  
- Selenium Total EPA 200.8  
- Thallium Total EPA 200.8  
- Zinc Total EPA 200.7  
- 515.3  
- 547 Title 22  
- Antimony Total EPA 200.8  
- Beryllium Total EPA 200.7  
- Dioxin (DW) by 1613 (Sub)  
- Gross Alpha (DW) (Sub)  
- Nickel Total EPA 200.7  
- Perchlorate by EPA 314.0 (Sub)  
- Silver Total EPA 200.7  
- PA  
- 524.2  
- 548.1 Title 22 (Sub)  
- Arsenic Total EPA 200 8  
- Cadmium Total EPA 200 7  
- Color (Apparent) by SM 2120B  
- Iron Total EPA 200.7  
- Manganese Total EPA 200.7  
- Nitrate as N by EPA 300.0  
- pH - Water  
- Sodium Total EPA 200.7  
- TDS

**GM - Mariposa County consists of:**
- Alkalinity by SM320B  
- Copper Total EPA 200.7  
- Magnesium Total EPA 200.7  
- pH - Water  
- TDS  
- Calcium Total EPA 200.7  
- EC by SM2510B  
- Manganese Total EPA 200.7  
- Potassium Total EPA 200.7  
- Zinc Total EPA 200.7  
- Cation/Anion Balance  
- Iron Total EPA 200.7  
- MBAS by SM 5540C  
- Sodium Total EPA 200.7  
- Total Hardness (Calc)  
- Chloride by EPA 300.0  
- Langelier Index (Calc)  
- Nitrate as N by EPA 300.0  
- Sulfate by EPA 300.0

**General Physical Title 22 consists of:**
- Color (Apparent) by SM 2120B  
- Odor by SM 2150B  
- Turbidity by EPA 180.1

**Inorganic Chemicals - Totals Title 22 consists of:**
- Aluminum Total EPA 200.8  
- Beryllium Total EPA 200.8  
- Fluoride by EPA 300.0  
- Nitrate as N by EPA 300.0  
- Silver Total EPA 200.8  
- Antimony Total EPA 200.8  
- Cadmium Total EPA 200.8  
- Lead Total EPA 200.8  
- Nitrite-N by EPA 300.0  
- Thallium Total EPA 200.8  
- Arsenic Total EPA 200.8  
- Chromium Total EPA 200.8  
- Perchlorate by EPA 314.0 (Sub)  
- Zinc Total EPA 200.8  
- Barium Total EPA 200.8  
- Mercury Total EPA 200.8  
- Selenium Total EPA 200.8

**Lead and Copper (DW) consists of:**
- Copper Total EPA 200.8  
- Lead Total EPA 200.8  
- Lead EPA 200.8

**Priority Pollutants - Twining consists of:**
- 608  
- 624  
- Arsenic Total EPA 200.8  
- Asbestos (WW) by EPA 100.2 (Sub)  
- Chromium, Hexavalent by 218.6 (Sub)  
- Dioxin/Furans by 1613 (Sub)  
- Selenium Total EPA 200.8  
- 625  
- Antimony Total EPA 200.8  
- Beryllium Total EPA 200.7  
- Copper Total EPA 200.7  
- Mercury Total EPA 7470A  
- Silver Total EPA 200.7  
- Cadmium Total EPA 200.7  
- Chromium Total EPA 200.7  
- Nickel Total EPA 200.7  
- Zinc Total EPA 200.7

**Standard Minerals - Mariposa County consists of:**
- Alkalinity by SM320B  
- EC by SM2510B  
- Nitrate as N by EPA 300.0  
- TDS  
- Calcium Total EPA 200.7  
- Iron Total EPA 200.7  
- Potassium Total EPA 200.7  
- Cation/Anion Balance  
- Magnesium Total EPA 200.7  
- Sodium Total EPA 200.7  
- Chloride by EPA 300.0  
- Manganese Total EPA 200.7  
- Sulfate by EPA 300.0

**Total Nitrogen consists of:**
- Nitrate as N by EPA 300.0  
- Nitrite-N by EPA 300.0  
- TKN

**Uranium Total EPA 200.8 consists of:**
- Uranium Total EPA 200.8 (Analysis Only)
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<td>Nitrate as N</td>
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## Analytical Services Quotation

**Pricing Summary**

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## Analytical Services Quotation

**California ELAP Certificate #1371**

Darryl Nielsen  
Mariposa County  
Analytical Services 2018 to 2019

**Pricing Summary**

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<tr>
<th>Parameter</th>
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# Certificate of Liability Insurance

**Producer:** DiBuDu & DeFendis Insurance Brokers, LLC  
P.O. Box 1472  
Fresno, CA 93716

**Insured:**  
Moor Twining Associates, Inc.  
P.O. Box 1472  
Fresno, CA 93716

## Coverages

<table>
<thead>
<tr>
<th>Instr.</th>
<th>Type of Insurance</th>
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<td>DESCRIPTION OF OPERATIONS below</td>
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**Description of Operations / Locations / Vehicles**  
(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Re:** Don Pedro Wastewater Treatment Plant

The County, its officers, employees, volunteers and agents are named additional insured with respects to Auto Liability per attached policy form AC70050316. Waiver of Subrogation applies with respects to Workers Compensation per attached policy form 257210217

## Certificate Holder

County of Mariposa  
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

© 1988-2015 ACORD CORPORATION. All rights reserved.
A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to the policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSURED — NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who Is An Insured of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS — BAIL BONDS

Supplementary Payments of SECTION II — COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(2) Up to $2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS — LOSS OF EARNINGS

Supplementary Payments of the SECTION II — COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II — COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding $250 in any one "incident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III — PHYSICAL DAMAGE COVERAGE:

C. We will pay up to $500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.
ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

EFFECTIVE MAY 1, 2018 AT 12.01 A.M.
AND EXPIRING MAY 1, 2019 AT 12.01 A.M.

MOORE TWINING ASSOCIATES, INC.
PO BOX 1472
FRESNO, CA  93716

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

JOB DESCRIPTION
BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: MAY 4, 2018

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO
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 NEGLIGIBLY 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, PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificateholder is an ADDITIONAL INSURED, the policyholder must be endorsed. If SUBROGATIONS WAIVED, subject to the terms and conditions of the policy and any necessary endorsement. A statement on this certificatedoes not confer rights to the certificateholder in lieu of such endorsement(s).

PRODUCER
ISU INS SERV - BC ENV BROKERAGE
1037 Suncast Ln Ste 103
El Dorado Hills, CA 95762

INSURED
MOORE TWINING ASSOCIATES, INC.
2527 FRESNO STREET
FRESNO, CA 93721

CONTACT NAME: DINA ATHEY
PHONE (916) 939-1080
FAX (916) 939-1085

INSURER A: ADMIRAL INSURANCE COMPANY
INSURER B: EVANSTON INSURANCE COMPANY
INSURER C: Great American Ins. Co. of NY

COVERAGES

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B E&O LIABILITY
CLAIMS MADE
MKLV7FL0002792
RETRO 10/5/1981
$5,000,000 OCCURRENCE
$5,000,000 AGGREGATE
SPECIAL FORM INC. THEFT

C PROPERTY
MAC337911807
06/15/17
06/15/18

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.

The ACORD name and logo are registered marks of ACORD
Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 7/27/2017 attaches to and forms a part of Policy Number FEI-ECC-16904-04. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of $Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location And Description Of Completed Operations</th>
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<td>Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.</td>
<td>Those project locations where this endorsement is required by contract.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
Automatic Primary and Non-Contributory
Insurance Endorsement
Designated Work Or Project(s)

This endorsement, effective 7/27/2017 attaches to and forms a part of Policy Number FEI-ECC-16904-04. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTORS POLLUTION LIABILITY COVERAGE

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of $Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.