RESOLUTION - ACTION REQUESTED 2019-491

MEETING: August 20, 2019

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve an Agreement with Freon Free for the Disposal of Major Household Appliances at the Landfill

________________________
RECOMMENDATION AND JUSTIFICATION:
Approve a Two Year Agreement with Freon Free for the Disposal of Major Household Appliances and Fluids at the Landfill; and Authorize the Director of Public Works & Transportation to Sign the Agreement.

All appliances will be disassembled on site with all fluids removed and contained for safe removal.

Freon Free shall conduct all work as required by all state and local regulatory agencies governing the processing of major household appliances.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Freon Free has been a responsible vendor for several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the Landfill will have no means of disposal of appliances and may not be able to accept such items in the future.

FINANCIAL IMPACT:
The Landfill charges for the disposal of these items which is sufficient to pay associated chemical disposal fees.

ATACHMENTS:
Freon Free 19-059 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT FOR APPLIANCE PROCESSING SERVICES FOR THE LANDFILL

THIS AGREEMENT ("Agreement") is made and entered into this 20th day of Aug., 2019, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Freon Free, a ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2019 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform appliance processing service for the Landfill 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 $10,000. 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 $1,000,000 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

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

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:**
Freon Free
1881 Walters Court Suite A
Fairfield, CA 94563
707.429.9013

**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
such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**Funding Source: 601-0404-651-0418**

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
Public Works & Transportation

**CONTRACTOR**

[Signature]

Freon Free

APPROVED AS TO LEGAL FORM:

[Signature]

Steven W. Dahlem
County Counsel
May 15, 2019

Mariposa County
Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338
Attn: Angela

RE: Bid for Appliance Processing Services

Freon Free is pleased to submit the following proposal.

**ESTIMATE OF COST:**

- Refrigerators/Freezers Processed on site $13.00/ per unit
- Air Conditioners Processed on Site $14.00/ per unit
- Washing Machines Processed on site $9.00 / per unit
- Stoves/Ovens Processed on Site $6.00/ per unit
- Small Appliances Inspection and Processing $5.00/ per unit
- Ammonia Refrigeration Units Removed from site $35.00/ per unit
- Sulfur Dioxide Units Removed from site $50.00/ per unit
- Fuel & Travel Fee $250.00/ per trip
SCOPE OF WORK:

Freon Free agrees to stay at the above units rates for a term of two years, at which time we can negotiate a new contract. Freon Free shall conduct all work as required by all state and local regulatory agencies governing the processing of major household appliances.

Freon Free’s payment policy requires payment for services rendered within thirty days from the date of service, unless otherwise arranged. Should payment not be received within thirty days, Freon Free reserves the right to terminate any existing contractual obligations.

Should you have any questions or require any additional information, please feel free to contact us at any time. Freon Free appreciates the opportunity to bid on this project and looks forward to working with you.

Please see description of unit pricing defining unit rate pricing for the item list above.

DESCRIPTION OF UNIT PRICING:

Refrigerators/Freezers/Air Conditioners
On Site Processing:

Unit rate includes the recovery of refrigerant, removal of compressor oil, removal of mercury and non-mercury containing flame sensor thermo couples, mercury switches and the removal of dielectric, non-PCB and PCB capacitors. Each unit will be labeled with a certification sticker indicating the unit is free of all hazardous, non hazardous and universal wastes.

Washing Machines
On Site Processing:

Unit rate includes the inspection of each unit. This price includes the removal and disposal of gear oil dielectric, non-PCB and PCB capacitors, mercury and non-mercury containing flame sensor thermo couples and mercury switches. The unit is then labeled with a certification sticker indicating the unit is free of all hazardous, non hazardous and universal wastes.

Stoves/Ovens
On Site Processing:

Unit rate includes the inspection of each unit. Stoves and ovens are commonly found to contain mercury and non-mercury containing flame sensor thermo couples and mercury switches, which is why they are listed separately from all other appliances. This price includes the removal and disposal of all mercury and non-mercury containing flame sensor thermo couples and mercury switches. The unit is then labeled with a certification sticker indicating the unit is free of all hazardous, non hazardous and universal wastes.

Small Appliances
On Site Processing:
Unit rate includes the inspection of each and every unit other than refrigerators, freezers air conditioners, stoves, ovens and washing machines. This price includes removal and disposal of dielectric, PCB and NON PCB capacitors, lighting ballasts, mercury and non-mercury containing flame sensor thermo couples and mercury switches. The unit is then labeled with a certification sticker indicating the unit is free of all hazardous, non hazardous and universal wastes.

**Ammonia Refrigeration Units**

**Removed From Site**

Unit rate includes disposal of the whole unit. Freon Free will load and transport the unit to our facility for processing. Price includes the removal and disposal of ammonia refrigerant. The unit is then labeled with a certification sticker indicating the unit is free of all hazardous, non hazardous and universal wastes, loaded and transported to our local landfill for disposal.

**Storage of Hazardous/Non Hazardous and Universal Wastes**

Freon Free will provide transportation and storage of the above mentioned waste streams at our facility for consolidation and proper disposal and pick-up, unless otherwise specified. Waste includes PCB capacitors, lighting ballasts, mercury and non-mercury containing flame sensor thermo couples, mercury switches will be picked by AERC Recycling. Oil will be picked-up by Asbury Environmental Services.

**Materials/Equipment**

Freon Free provides all equipment and materials needed to perform the required work. We will supply all drums needed in order to package and dispose of removed hazardous, non hazardous and universal wastes. Freon Free will provide all labels for proper identification of all containers of hazardous, non hazardous and universal wastes and processed appliances. On occasion, we may need the use of a forklift to move around heavy objects. Any, foreseeable, special requests for equipment or resources required to properly complete the work will be attached to this bid as addendum A.

**Electricity/Water**

If there is no immediate source nearby, Freon Free will provide a generator for power. We will also carry our own drinking water.

**Mother Nature**

All necessary work, as required, will be performed on the day(s) scheduled for work as long as the weather permits. We may stop work if rain becomes a problem for safety reasons. We will, however, return the next safe day available or make other arrangements for a safe place to work out of the rain.

Appliances must be lying down and compressor facing up to speed up the process otherwise there will be extra charge per unit.
ADDITIONAL INFORMATION AVAILABLE UPON REQUEST

Company History
Tax ID#
EPA Generator ID# CAL000435622

Manifesting Requirements
Certificate of Insurance(s)
CAR Certification# 0514

Should you have any additional questions or concerns, please give us a call at (707) 429-9013

Please sign and return one copy of Bid Submittal once contract is approved.
Once contract is sign is good for 2 year contract.

Anie Thomas / Office Manager
(707) 429-9013 Phone
fireonfreeworker@aol.com
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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
Easterly Surety & Ins.Svcs.Inc
56 Mayhew Way
Walnut Creek, CA 94597
Kevin P. Easterly

CONTACT
NAME:
PHONE
(Area No, Ext.):
FAX
(Rev. No):
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE
INSURER A: Starr Insurance Company
38318
INSURER B: State Comp. Ins. Fund of Ca
35076
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR.

VWD

W/V

ADD/ SUBR

POLICY NUMBER

POLICY EFF

POLICY EXP

LIMITS

03/07/2019

03/07/2020

1000065450191

1,000,000

$ 1,000,000

$ 50,000

5,000

1,000,000

2,000,000

2,000,000

1,000,000

COMMERCIAL GENERAL LIABILITY

MOLD OCCURRENCE

POLLUTION

GENL. AGGREGATE LIMIT APPLIES PER:

POLICY

PROJECT

LOC

A

X

X

1000065450191

03/07/2019

03/07/2020

EXCESS LIAB

UMBERILLA LIAB

POLICY

SCHEDULED AUTOS

NON-OWNED AUTOS

CLAIMS-MADE

AGGREGATE

SURETY LIMITS

O/ER

EACH OCCURRENCE

EACH OCCURRENCE

COMBINED SINGLE LIMIT

BODILY INJURY

BODILY INJURY

PROPERTY DAMAGE

COMBINED SINGLE LIMIT

$ 1,000,000

$ 1,000,000

$ 1,000,000

$ 1,000,000

$ 1,000,000

$ 1,000,000

$ 1,000,000

$ 1,000,000

$ 1,000,000

W/OC STATE.

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

Mandatory in NH

DESCRIPTION OF OPERATIONS below

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

(Mandatory in NH)

If yes, describe under DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Mariposa County Public Works is included as additional insured per the attached endorsements #SL 023 (06/11).

CERTIFICATE HOLDER

MARIPOS

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

© 1988-2010 ACORD CORPORATION. All rights reserved.
Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000065450191  Effective Date: March 7, 2019 at 12:01 A.M.
Named Insured: Freon Free, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

   Commercial General Liability Coverage Form
   Owners and Contractors Protective Liability Coverage Form
   Products/Completed Operations Liability Coverage Form
   Contractors Pollution Liability Coverage Form
   Professional Liability Coverage Form
   Site Pollution Liability Coverage Form

SCHEDULE
Where Required By Written Contract

A. SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.

B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:

   1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.

   2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.

   3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY

Steve Blakey, President
Nehemiah E. Ginsburg, General/Counsel
Certificate of Insurance

Certificate Holder
FREON FREE INC
PO BOX 5607
VACAVILLE, CA 95696

Insured
FREON FREE INC
PO BOX 5607
VACAVILLE, CA 95696

Agent
NORTHEAST AGENCIES
6467 MAIN ST #104
WILLIAMSVILLE, NY 14221

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Apr 21, 2019 Policy Expiration Date: Apr 21, 2020

Insurance coverage(s) Limits
Bodily Injury/Property Damage $1,000,000 Combined Single Limit
Uninsured/Underinsured Motorist $1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only
2015 FORD F450 SUPER DUTY 1FDUF4GT0FD08283
Medical Payments $5,000
Comprehensive $1,000 Ded
Collision $1,000 Ded w/Waiver
1999 FORD F550 SUPER DUTY 1FDAF656XEA56848
2003 FORD F450 SUPER DUTY 1FDXF46PS3EC74340
2004 FORD F250 3FTNX20L44MA09701
2003 TOYOTA TACOMA STE92N032188773
2003 FORD F350 1FTSW31F33E96578
1999 FORD F150 1FTRF17W3XK76803

(Continued)