RESOLUTION - ACTION REQUESTED 2020-38

MEETING: January 21, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Authorize the Public Works Director to Award Engineering Services

RECOMMENDATION AND JUSTIFICATION:
Authorize the Public Works Director to Award an Agreement for Engineering Services to Provost & Pritchard for an Amount Not to Exceed $40,000.00 to Provide a Technical Report Detailing Yosemite West Water System Impacts with Regard to a Potential Water Service Connection of the NatureBridge Campus to the Water Utility; and Authorize the Public Works Director to Sign the Agreement.

The Department of Public Works is in receipt of an application seeking a water service connection from the Yosemite West Public Water Utility from the National Park Service for NatureBridge Campus. As a condition of our addressing their application the Department, NatureBridge and the NPS have agreed to conduct a necessary engineering analysis to identify any impacts incurred to the existing utility infrastructure should this application be granted.

The Consultant will work directly for the Department of Public Works while performing this work and NatureBridge, as the applicant, has committed to reimbursing the County for all costs associated with the performance of this contract up to a Not-to-Exceed amount of $40,000.00.

The full financial burden of payment for this study will be borne by the applicant and staff will finalize the details of reimbursement to the County and Payment to the Consultant.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has entered into reimbursement agreements routinely in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The necessary Engineering Analysis will not be completed.

FINANCIAL IMPACT:
None as the NatureBridge has agreed to pay all costs by agreement with the County for these services.
ATTACHMENTS:
NatureBridge Engineering Technical Study Reimbursement Letter (PDF)
Provost & Pritchard YW 20-032 (PDF)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT FOR TECHNICAL REPORT FOR THE YOSEMITE WEST WATER SERVICE AREA

THIS AGREEMENT ("Agreement") is made and entered into this 29th day of January, 2020, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Provost & Pritchard Consulting Group, a ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on January 15, 2020 and terminate on September 30, 2020 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Technical Report for the Yosemite West Water Service Area 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 $40,000. 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 $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.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than $2,000,000 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:

(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:**
Provost & Pritchard Consulting Group
286 W. Cromwell Avenue
Fresno, CA 93711-6162
559.449.2700

**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:**

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]

Provost & Pritchard Consulting

**APPROVED AS TO LEGAL FORM:**

[Signature]

Steven W. Dahlem
County Counsel

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Last revised: 7/2/18
December 10, 2019

Mr. Mike Healy, Public Works Director
County of Mariposa
P.O Box 784
5100 Bullion Street
Mariposa, CA 95338

Subject: Proposal for Engineering Services – County of Mariposa
Technical Report for the Yosemite West Water Service Area –
Evaluate and Analyze NPS application for new water service

Dear Mr. Healy:

Thank you for the opportunity to submit this proposal to provide engineering services for the County of Mariposa (County) relative to the Yosemite West Water Service Area (YWWSA). This proposal is provided at the request of the County for a Technical Report that includes an engineering evaluation, analysis and recommendations regarding a recent application by the National Park Service requesting a new water service from YWWSA for the NatureBridge National Science Education Campus at Henness Ridge. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

Project Understanding

The National Park Service (NPS) constructed the Chinquapin Water System in 2007 for the benefit of the NatureBridge National Science Education Center Campus (NSEC), the Chinquapin Ranger Residence and the Comfort Station. The water system is comprised of a single hard rock well with submersible pump, a 3-inch supply main to the Chinquapin Ranger Residence garage where a plumbing tree provides for chlorine disinfection, then water is conveyed through an 8-inch pipeline to supply water to the Chinquapin Ranger Residence and Comfort Station, the NSEC and two (2) 100,000 gallon water storage tanks located above the NSEC. The hard rock well initially produced 28 gallons per minute but has subsequently dried up to the point where it no longer is an effective water source.

NPS has filed an application with the County of Mariposa to obtain a new water service from the YWWSA to serve the NSEC. As part of this application, NPS plans to segregate the NSEC campus and water storage tanks from the balance of the Chinquapin water system to allow the new water service to solely serve the NSEC. Separate from the application to the County of Mariposa, NPS will pursue an alternate water supply for the balance of the Chinquapin Water System that includes the Chinquapin Comfort Station and Ranger Residence.

The County has requested that Provost & Pritchard provide this proposal for engineering services to evaluate the NPS application, determine impacts of this potential new water service.
on the existing YWWSA and prepare a technical engineering report to summarize the evaluation and findings of the study.

Scope of Services

Services provided by Provost & Pritchard under this proposal will include:

Task 1: Draft Engineering Report

- Research and Information gathering:
  - Review NPS application to the County of Mariposa for a new water service to service the NSEC campus including projected water demand of the NESC.
  - Research with County staff to obtain background information data, records, operational policies and procedures, technical reports, capital improvement plans and agreements pertinent to the YWWSA. We will request at least five years of historical water system production data (meter readings and well draw down measurements) from the single hard-rock groundwater well (New Well No. 9) for the YWWSA.
  - Conduct field review of the existing YWWSA supply and storage infrastructure with Mariposa County system operators. As part of field review, we would like to sound the well to confirm pumping drawdown and recovery depths to water surface.
  - Review water system operational data and policies.
- Evaluate the following items:
  - Impact of new NSEC water service on the Yosemite West Water System, including:
    - Five-year historical water system production data with consideration of future increased demand for an added NPS water service for the NSEC campus.
    - Well yield based on the original well development pump test report, submersible pump capacity, impact on Lowry Aeration water treatment system, booster pumps and conveyance pipeline to existing water storage tanks due to increased water demand in the system.
  - Existing fire water storage for the YWWSA based on current water storage tanks operation parameters and impacts of additional daily demand storage for the NESC water service.
  - Increases water demands on the existing capital improvement plan. Recommend additional improvements or advancements in funding capital improvements which may be necessary to support the increase water demand.
  - Secondary alternative whereby the new water service would include an 8" main between the two 100,000-gallon Chinquapin Water Storage Tanks and the YWWSA water storage tanks. It is understood that the Chinquapin tanks are at a higher elevation than the YWWSA tanks, and the new water service will require a booster pump to deliver water to the Chinquapin tanks. However, an 8" main between the two sets of tanks would allow for the ability to back-feed additional water storage for to the Yosemite West Community.
- Prepare Draft Preliminary Engineering Report and submit to Mariposa County for review.
and comment.

- Participate in one in-person review meeting with County of Mariposa staff expected to include Mike Healy and Darryl Nielsen. Review report and assist in development of potential mitigation measures to offset the impacts on the water system. Mitigation measure are assumed to be either required capital improvements or payment of connection fees based on a pro-rata share of defined improvements included in the current capital improvement plan.

**Deliverables:** Electronic copy and two (2) hardcopies of Draft Preliminary Engineering Report.

**Task 2: Final Engineering Report**

- Revise Draft Engineering Report based on County input.

- Prepare Final Engineering Report, including a cost opinion based on the recommended improvements and submit to County of Mariposa and NPS for review and acceptance.

**Deliverables:** Electronic copy and two (2) hardcopies of Final Preliminary Engineering Report

**Schedule**

P&P is prepared to begin immediately upon authorization to proceed. It is understood that the County desires to advance this study as soon as County staff and/or County Board of Supervisors authorizes a contract for this work. We will coordinate the project schedule with County staff upon issuance of a Notice to Proceed. We estimate a timeframe of 4-6 weeks for the Draft Engineering Report and another 3-4 weeks to finalize the report upon receipt of the County’s final comments on the draft report.

**Professional Fees**

Provost & Pritchard Consulting Group will perform the above described services on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. We recommend that the County budget $40,000 for the services included in this proposal.

These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimate above. If it appears we will need to exceed the estimate provided, we will notify you in writing before we do so and will provide a revised estimate. We will not continue work beyond the initial budget without additional authorization.

**Assumptions**

The proposal includes the following assumptions:

- The County will be able to provide background information and records associated with the Yosemite West water system necessary to complete the engineering report (i.e. - wellhead water meter records, well drawn down data, well development technical reports, water quality data, record drawings of existing water supply and storage infrastructure, maintenance records, operating budget, etc.).

- The County YWWSA system operators will be available to provide a tour of the water system soon after approval of the contract.
The County staff public works management and operational staff will be available to meet in-person to review the draft and final draft technical report.

Additional Services

The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

- Attendance at County Board of Supervisor or any or public meetings to provide technical background and support of the engineering evaluation and technical report, if necessary
- Conceptual Design of water system improvements to provide a new water service to the National Park Service, if needed.

Terms & Conditions

In order to convey a clear understanding of our mutual responsibilities under this proposal, we expect that this proposal all be attached to a County drafted project-specific Agreement for Engineering Services. These executed documents will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Please let us know if you have any comments or changes to our proposal. If you have any questions, feel free to call me at (559) 449-2700.

Sincerely Yours,

Provost & Pritchard Consulting Group

Rod McNeely, PE
C 58337
Project Manager

Heather Bashian, PE
C 73075
Vice President

Terms & Conditions Accepted

By: County of Mariposa

__________________________
Signature

__________________________
Name

__________________________
Title Date
## Certificate of Liability Insurance

**Producer LIC**: #0829370
**Contact Name**: Certificates Department
**Phone**: 1-559-451-3200
**Fax**: 925.244.7700
**Email**: EPICcarts@epicbrokers.com

**Fresno, CA 93704**

**Provoest & Pritchard Consulting Group**
**286 W. Cromwell Avenue**

**Fresno, CA 93711-6162**

### Coverages

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**Description of Operations / Locations / Vehicles**: (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

**Ref**: Yosemite West Water System Evaluation /

**Additional Insured**: County of Mariposa

### Certificate Holder

**County of Mariposa**
**Public Utilities**
**4639 Ben Hur Rd**
**Mariposa, CA 95335**

**USA**

### 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**

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Additional Information:

General Liability Additional Insured and Primary Non-Contributory applies per form CNA75079XX (10-16);
General Liability Waiver of Subrogation applies per form CNA75008XX (10-16)
Auto Additional Insured and Primary Non-Contributory applies per form CNA71527XX (10/12)
Auto Waiver of Subrogation applies per form CA 04 44 10 13
Workers Compensation Waiver of Subrogation applies per form WC 00 03 13
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such written contract; or

B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
   1. the written contract requires you to provide the additional insured such coverage; and
   2. this coverage part provides such coverage.

II. But if the written contract requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the written contract; or

B. a higher limit of insurance than required by the written contract.

IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
   1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
   2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.

V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:
Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and
B. was executed prior to:
   1. the bodily injury or property damage; or
   2. the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16) Policy No: 6050192477
Page 2 of 2 Endorsement No: -
Insured Name: Effective Date: 10/1/2019

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

<table>
<thead>
<tr>
<th>SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name Of Person Or Organization:</td>
</tr>
</tbody>
</table>

Any person or organization with whom you have agreed in writing
in a contract or agreement to waive any right of recovery
against such person or organization, but only if the contract
or agreement:
1. Is in effect or becomes effective during the term
   of this policy; and
2. Was executed prior to loss.

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

Under COMMERCIAL GENERAL LIABILITY CONDITIONS, it is understood and agreed that the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the Named Insured's ongoing operations or your work included in the products-completed operations hazard.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

SCHEDULE

<table>
<thead>
<tr>
<th>Name of Additional Insured Persons Or Organizations</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION FOR WHOM</td>
</tr>
<tr>
<td>OR WHICH YOU ARE REQUIRED BY WRITTEN</td>
</tr>
<tr>
<td>CONTRACT OR AGREEMENT TO OBTAIN THIS</td>
</tr>
<tr>
<td>WAIVER FROM US. YOU MUST AGREE TO THAT</td>
</tr>
<tr>
<td>REQUIREMENT PRIOR TO LOSS.</td>
</tr>
</tbody>
</table>

1. In conformance with paragraph A.1.c. of Who Is An Insured of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.

2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
<tr>
<th>Named Insured:</th>
<th>Provost &amp; Pritchard Engineering Group, Inc. dba Provost &amp; Pritchard Consulting Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Endorsement Effective Date:</td>
<td>10/1/2019</td>
</tr>
</tbody>
</table>

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM
OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS
WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS.

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 57WERT6195  
Effective Date: 4/15/2019  Effective hour is the same as stated on the Information Page of the policy.  
Endorsement Number:  
Named Insured and Address:  
Provost & Pritchard Engineering Group, Inc.  
dba Provost & Pritchard Consulting Group  
286 W. Cromwell Avenue  
Fresno, CA  93711

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us.