

**COUNTY OF TULARE  
SERVICES AGREEMENT FOR  
CHEMICAL WATER TREATMENT**

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**THIS AGREEMENT** ("Agreement") is entered into as of July 1, 2017, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **CHEM PRO LABORATORY, INC.**, a California Corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

**THE PARTIES AGREE AS FOLLOWS:**

1. **TERM:** This Agreement becomes effective as of July 1, 2017 and expires at 11:59 PM on August 31, 2017 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
2. **SERVICES:** See attached **Exhibit A**.
3. **PAYMENT FOR SERVICES:** See attached **Exhibit B**.
4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
6. **NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**  
COUNTY OF TULARE  
General Services Agency  
5953 S. Mooney Blvd.  
Visalia, CA 93277  
Phone No.: (559) 624-7227  
Fax No.: (559) 624-1022

**With a Copy to:**  
COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005  
Fax No.: 559- 733-6318

**CONTRACTOR:**  
CHEM PRO LABORATORY, INC.  
Attn: Keith Johnson  
941 W. 190th St.  
Gardenia, CA 90248  
Phone No.: (310) 532-8611  
Email: [kjohnson@chemprolab.com](mailto:kjohnson@chemprolab.com)

**COUNTY OF TULARE  
SERVICES AGREEMENT  
CHEMICAL WATER TREATMENT**

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(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**8. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**9. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

COUNTY OF TULARE  
SERVICES AGREEMENT  
CHEMICAL WATER TREATMENT

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 5/23/2018  
By: [Signature]  
Print Name KEITH JOHNSON  
Title PRESIDENT

Date: 5/23/2018  
By: [Signature]  
Print Name NATHAN SQUIRES  
Title DIRECTOR OF IT

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

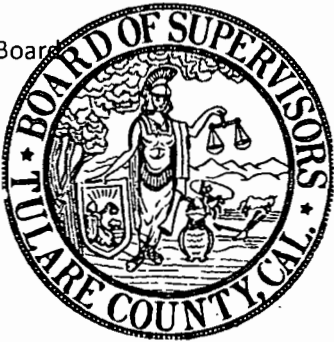
Date: 10/20/2018  
By: [Signature]  
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare  
By: [Signature]  
Deputy Clerk

Date: 10/20/2018

Approved as to Form  
County Counsel  
By: [Signature]  
Deputy  
Matter # 2018735

Date: May 31, 2018



## EXHIBIT A

### WATER TREATMENT CHEMICALS & SERVICE PROVIDED BY CHEM PRO

Chem Pro furnishes and applies water treatment chemicals. Maintains water treatment feed and control equipment. Visits on regular schedule and submits a written report at the time of each service call. The report is to summarize work completed, water conditions, and observation of water side conditions. As feasible, inspects systems for any new scale formations, organic growth, or other visible foulants and propose corrective action as necessary.

#### MECHANICAL SYSTEMS AND THEIR LOCATIONS INCLUDED IN THIS REQUEST FOR PROPOSAL (RFP.)

1. **Tulare DPSS (253)**

458 E O'Neal, Tulare, CA 93274

Heating: Closed Loop  
Cooling: Closed Loop  
Cooling tower: None  
Chiller Model: Trane CGWA0601MB51CC4C311CK  
Chiller: 60 tons  
Boiler Model: Bryan DC1350  
Boiler: 1,080,000 btu

2. **Hillman Health Center (254)**

1062 S K Street, Tulare 93274

Heating: Closed Loop  
Cooling: Open Loop  
Cooling tower: RSD Mod 700 100 ton  
Chiller Model: Trane CGWBC304MCNDD30GTL  
Chiller: 50 tons  
Chiller Model: Carrier 30HK0506030  
Chiller: 30 tons  
Boiler Model: Bryan CL-210-S-15-FD60  
Boiler: 1,680,000 btu  
Water Feed Tank

3. **Hillman Lab Addition (254)**

1062 S K Street, Tulare 93274

Heating: Closed Loop  
Cooling: Closed Loop  
Cooling tower: None  
Chiller Model: McQuay ALR060C-X  
Chiller: 60 tons  
Boiler Model: (2) Ajax WG-525  
Boiler: 1,080,000 btu

4. **Tulare County Purchasing & Vacant (303)**  
2500 W Burrell, Visalia 93291

Heating: Closed Loop  
Cooling: Open Loop  
Cooling tower: Baltimore Air Coil  
Chiller Model: Trane CG-75C, 2E5E68N  
Chiller: 75 tons  
Boiler Model: Cleaver-Brooks CBH273-40  
Boiler: 1,674,000 btu

5. **Bob Wiley Detention Facility (446)**  
36712 Road 112, Visalia 93291

Heating: Closed Loop  
Cooling: Closed Loop  
Cooling tower: (2) Baltimore Air Coil 15296-2  
Chiller Model: (2) Centrifugal  
Trane CVHE032F-AH-2KB247ECE1C11CE2C0000000041J2a  
Chiller: 300 tons each  
Chiller Model: Single Stave Absorption ABSC01A4LFIC1H1HCDI  
Chiller: 100 tons  
Boiler Model: Rite 840SGO  
Boiler: 8,000,000 btu  
Boiler Model: Hurst 7UIG2015  
LNIC1-G-12  
Vapor Absorption Machine  
Thermax ABS Mod LT160  
Boiler Water Makeup Tank  
RF McDonald

6. **County Counsel/HR (310) & Administration (302)**  
2900-2800 W Burrell St, Visalia 93291

Heating: Closed Loop  
Cooling: Open Loop  
Cooling tower: EVAPCO CT-494  
Chiller Model: Carrier – Administration (302)  
Chiller: 80 tons  
Chiller Model: Carrier - County Counsel/HRD (310)  
Chiller: 80 Tons  
Boiler Model: Rite 90  
Boiler: 900,000 btu

7. **Visalia Health Care Center (312)**  
2611 N Dinuba Blvd, Visalia, 93291

Heating: Closed Loop  
Cooling: Open Loop  
Cooling tower: EVAPCO  
Chiller Model: Trane RTWA0904YA01D1D1WTH  
Chiller: 90 Tons  
Boiler Model: Rite 120  
Boiler: 1,200,000 btu

8. **Visalia Main Jail (306)**  
2404 W Burrel, Visalia, 93291

Heating: Closed Loop  
Cooling: Open Loop  
Cooling tower: Aqua Loop MB360  
Chiller Model: (2) Trane screw drive RTHA130  
Chiller: 111 tons  
Boiler Model: (2) Lochinvar IBN 150  
Boiler: 1,500,000 btu

9. **Visalia Probation Department (369)**  
100 E Center St, Visalia 93291

Heating: Closed Loop  
Cooling: Closed Loop  
Cooling tower: Baltimore Aircoil EXT-087  
Chiller Model: Napps Co NWC 52  
Chiller: 43 Tons  
Boiler Model: Camus Micro Flame, Smart Flame 780011  
Boiler: 550,000 btu

10. **Tulare County Courthouse (301)**  
221 S Mooney Blvd, Visalia 93291

Heating: Closed Loop  
Cooling: Open Loop  
Cooling tower: Evapco AT29-024  
Chiller Model: (2) Trane model CVHF0350FA20  
Chiller: 350 tons each  
Boiler Model: (2) Kewanee Ray 53 Type FD Mod KR 80-85  
Boiler: 6,625,000 btu each  
Boiler Model: Ajax WFD-2000  
Boiler: 2,000,000 btu  
Maintain Bag Filters  
Feed water tank: Central Boiler & Industrial Service, Mod ALB 2000  
Thermal Energy Storage Tank & Piping, approx. 423,500 gallons

11. **Government Plaza (315)**

5957-5961 S Mooney Blvd, Visalia, CA 93277

Heating: Closed Loop  
Cooling: Open Loop  
Cooling tower: none  
Chiller Model: (3) Dunham-Bush ACWC2005D  
Chiller: 200 tons each  
Boiler Model: (2) Rite 225WG  
Boiler: 2,250,000 btu each  
Thermal Energy Storage Tank & Piping, approx. 392,555 gallons

12. **Juvenile Justice Complex (440)**

11200 Ave 368 Visalia 93291

Heating: Closed Loop  
Cooling: Open Loop  
Cooling tower: (2) Marley NC+332BS  
Chiller Model: (2) Trane RTHB450  
Chiller: 450 tons each  
Boiler Model: (2) Bryan rV550-WFDG  
Boiler: 5,500,000 btu each  
Sand Filter: Process Efficiency Products, Mod HMF 42, 100 psi  
Thermal Energy Storage Tank & Piping, approx. 329,555 gallons

13. **Former Tulare County Office of Education (304)**

2637 W. Burrel, Visalia, CA

**EXHIBIT B**  
**Chem Pro Monthly Pricing for Water Treatment**

<b>Facility</b>	<b>Monthly Price</b>
1 Tulare DPSS (253)	\$125.00
2 Hillman Health (254)	\$125.00
3 Hillman Lab (254)	\$55.00
4 Tulare County Purchasing (303)	\$110.00
5 Bob Wiley Detention (446)	\$480.00
6 County Counsel, HRD, Admin (310, 302)	\$120.00
7 Visalia Health Care (312)	\$120.00
8 Visalia Main Jail (306)	\$400.00
9 Visalia Probation (369)	\$115.00
10 County Courthouse (301)	\$430.00
11 Government Plaza (315)	\$50.00
12 Juvenile Justice	\$435.00
13 Former Tulare Co Office of Ed (304)	\$110.00
<b>Monthly Total</b>	<b>\$2,675.00</b>



## EXHIBIT C

### NON-PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

#### A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single limit per occurrence (occurrence Form CG 00 01). If an annual aggregate applies it must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than 2,000,000.
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.

#### B. Specific Provisions of the Certificate

1. CONTRACTOR must submit endorsements to the General Liability and Auto Liability reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the County.*
2. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
  - a. *Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

#### C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

#### D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

#### E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the Tulare County Board of Supervisors, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.



CHEMPRO-01 HBCT10

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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).

<b>PRODUCER License # 0564249</b> Heffeman Insurance Brokers 6 Hutton Centre Drive, Suite 500 Santa Ana, CA 92707	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 1 (714) 361-7700   FAX (A/C, No.): (714) 361-7701 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Chem Pro Laboratory, Inc. 941 West 180th Street Gardena, CA 90248	<b>INSURER A:</b> Colony Insurance Company   <b>NAIC #</b> 39993	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

## 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.

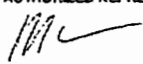
INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD:WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROF E&O  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:	X X	PACE303968	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 POLLUTION PROF \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		EXC303971	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: As Per Contract or Agreement on File with Insured. County of Tulare, its officers, agents, officials, employees and volunteers are included as an additional insured on General Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on General Liability policy per the attached endorsement, if required.

## CERTIFICATE HOLDER

## CANCELLATION

County of Tulare 2900 West Burrel Avenue Visalia, CA 93291	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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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).

<b>PRODUCER</b> Post Insurance Services Inc License #0551220 2356 Torrance Blvd. Torrance CA 90501	<b>CONTACT NAME:</b> Stacey Tialavea, CIC <b>PHONE (A/C, No, Ext):</b> (310) 328-3622 <b>FAX (A/C, No):</b> (310) 328-6054 <b>E-MAIL ADDRESS:</b> stacey@postinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Chem Pro Laboratory Inc 941 W 190th Street Gardena CA 90248-4301	<b>INSURER A:</b> California Automobile Ins Co <b>NAIC #</b> 38342	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 2016 Auto **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA0400000010820	11/19/2016	11/19/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Theft Prevention Authority \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/M	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Those usual to the Insureds operations.

<b>CERTIFICATE HOLDER</b> VCalderon@co.tulare.ca.us County of Tulare General Services/Facilities Division 5953 S. Mooney Blvd. Visalia, CA 93277	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> Dan Post/MEGAN
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## XX. WHO IS AN INSURED

### Applicable to Coverage Part 1 and Part 2:

Each of the following is an insured under Coverage Part 1 and Part 2:

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. With respect to all coverages other than Coverage 1F (Employee Benefits Administration Liability), each of the following is also an insured:
  - a. Your **volunteer workers**, but only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** is an insured for:
    - (1) **Bodily injury or personal and advertising injury:**
      - (a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
      - (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in subparagraph (1) (a) above; or
      - (c) Arising out of the providing or failure to provide professional health care services except incidental health care services provided by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services and provided you are not engaged in the business of providing such services.

- (2) **Property damage or environmental damage to property:**
    - (a) Owned, occupied or used by; or
    - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your **employee or volunteer worker**), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Policy.
3. Any subsidiary, associated, affiliated or allied company or corporation, including subsidiaries thereof, of which you have more than 50% ownership interest as of the **inception date** is a Named Insured; however, such entities shall cease to be a Named Insured if you cease to maintain more than a 50% ownership interest.
  4. 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 interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
    - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;
    - b. Coverage under this Policy does not apply to any **bodily injury, property damage, environmental damage or pollution condition** that took place, or an offense or **wrongful act** committed, before you acquired or formed the organization.
  5. Any person or organization with whom you agree to include as an insured pursuant to a written contract, written agreement or permit is an insured, but: (i) only with respect to **bodily injury, property damage, personal and advertising injury, environmental damage or clean-up costs** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf and arising out of your operations, your work, equipment or premises leased, rented or owned by you, or your products which are distributed or sold in the regular course of a vendor's business; (ii) only for the lesser of the applicable limits of liability set forth in section XXI. LIMITS OF LIABILITY AND DEDUCTIBLE or the minimum limits of liability required by such written contract; (iii) the insurance afforded only applies to the extent permitted by law; (iv) the insurance afforded will not be broader than that which you are required by the contract or agreement to provide for such insured. However:

- a. A vendor is not an insured as respects **bodily injury, property damage, environmental damage or clean-up costs** arising out of:
- (1) Damages the vendor is obligated to pay by reason of the assumption of liability in a contract or agreement except for any damages that the vendor would have been obligated to pay in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;
  - (5) Any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (8) The sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this subparagraph does not apply to:
    - (a) the exceptions contained in subparagraphs (4) or (6) above; or
    - (b) such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
6. A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury, property damage, environmental damage, personal and advertising injury or clean-up costs**:
- a. Arising out of any **occurrence, offense, pollution condition, or wrongful act** that takes place after the equipment lease expires or you cease to be a tenant; or
  - b. Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

Misrepresentation or concealment by one insured shall not prejudice the interest or coverage for another insured under this Policy, except where such latter insured is a parent, subsidiary, or affiliate of the insured that committed such misrepresentation or concealment. For the purposes of this condition, an "affiliate" means an entity that directly or indirectly is controlled by, or is under common control with, the insured that committed such misrepresentation or concealment. Notwithstanding the forgoing, nothing stated herein shall preclude us from seeking and obtaining rescission of this Policy in the event of a material misrepresentation in the application for insurance. In addition, nothing stated herein shall operate to increase the limit(s) of liability provided hereunder.

**16. Sole Agent**

The first named insured shall act on behalf of all insureds for the payment of the Deductible, payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation, and the exercise of the rights provided in section XXIV. EXTENDED REPORTING PERIODS.

**17. Subrogation**

In the event of any payments made pursuant to this Policy, we shall be subrogated to any insured's rights of recovery against any person, entity or organization. The insured shall execute and deliver instruments and papers and do whatever is necessary to secure and perfect such rights. No insured shall do anything to prejudice such rights.

Any recovery obtained as a result of subrogation, after such expenses incurred in the subrogation proceedings are deducted by us, shall accrue first to the insured to the extent of any payments in excess of the Limit of Liability; then us to the extent of any payments made under this Policy; and then to the insured to the extent of its Deductible.

However, solely with respect to Coverage Part 1 or Coverage Part 2, if the insured has waived rights of recovery against any person, entity or organization prior to a loss or claim, we waive any right to recovery we may have under the policy against such person, entity or organization.

**18. Voluntary Payments**

The insured shall not settle any claim or suit or, with the exception of emergency expenses, make any voluntary payments without our prior written consent. If we recommend a settlement, the insured shall have the opportunity to consent to it, such consent not to be unreasonably withheld or delayed. If we recommend a settlement that is acceptable to a claimant for a total amount in excess of the applicable Deductible and within the applicable Limits of Liability and the insured refuses to consent to such settlement, then our liability for loss shall be limited to that portion of the recommended settlement, and the legal defense costs incurred as of the date of the insured's refusal, which exceeds the Deductible and falls within the applicable Limit of Liability.

**XXIV. EXTENDED REPORTING PERIODS**

This section XXIV. applies to Coverages 2C, 2D and 3 only.

1. We will provide one or more Extended Reporting Periods, as described below, if this Policy is terminated for any of the following reasons:
  - a. Cancellation by us for any reason other than failure to pay a premium when due or fraud or material misrepresentation;



CHEMPRO-01

DAVIDCO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)  
07/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> License # 0687236 Strategic Insurance Partners, LLC 5252 Orange Avenue #208 Cypress, CA 90630	<b>CONTACT</b> PHONE (A/C, No, Ext): FAX (A/C, No): (626) 564-6588 E-MAIL: ADDRESS:
<b>INSURED</b>  Chem Pro Laboratory, Inc. 941 W. 190th St. Gardena, CA 90248	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: State Compensation Insurance Fund of California 36078 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

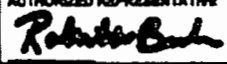
COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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.

PER LTR	TYPE OF INSURANCE	AGG. LIMIT (PER POLICY)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> MIXED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>NON-OWNED COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/EMPLOYEES EXCLUDED? (Mandatory in CA) If yes, describe under DESCRIPTION OF OPERATIONS below	R/A	X 8016745-17	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Subject to all policy terms, exclusions and conditions.

Pursant to all policy terms, exclusions and conditions attached Waiver of Subrogation 10217 (REV.7-2014) endorsement applies to County of Tulare if required by written contract. THIS CERTIFICATE OF INSURANCE AND RELATED FORMS AND ENDORSEMENTS CANCELS AND SUPERSEDES CERTIFICATE PREVIOUSLY ISSUED 09/23/17 ADDING WAIVER OF SUBROGATION.

<b>CERTIFICATE HOLDER</b>  County of Tulare Purchasing Department Courthouse Room 3, 221 S Mooney Blvd. Visalia, CA 93277	<b>CANCELLATION</b>  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 
--	--



ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION  
BLANKET BASIS

REP 03  
9016745-17  
RENEWAL  
SP  
2-19-09-02  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE JULY 1, 2017 AT 12.01 A.M.  
AND EXPIRING JULY 1, 2018 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

CHEM PRO LABORATORY, INC  
941 W 190TH ST  
GARDENA, CA 90248

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

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	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:

JUNE 6, 2017

*Kent R. Laury*

AUTHORIZED REPRESENTATIVE

*Kevin Stinner*

PRESIDENT AND CEO

Fwd: cancel these routes

**Subject:** Fwd: cancel these routes  
**From:** Nany Cardella <ncardella@chemprolab.com>  
**Date:** 05/23/2018 09:27 AM  
**To:** MWELLing@chemprolab.com

Margaret, I cancelled all 3 routes. Please see the notes below on the May's invoices to be credited. Thanks.

Nany

----- Forwarded Message -----

**Subject:**cancel these routes  
**Date:**Wed, 23 May 2018 00:39:41 +0000  
**From:**thobbs@chemprolab.com  
**Reply-To:**thobbs@chemprolab.com  
**To:**Nany <ncardella@chemprolab.com>  
**CC:**Rovonne <rbeard@chemprolab.com>, Rick Bahena <rbahena@chemprolab.com>

Hi Nany,

Please cancel these routes;

Applied Mechanical, rt# 71356, Rancho Santa Fe Elem. We are going to do this account on an as is

Rt# 72286 15th & Commercial

Rt# 71706 16th & Market

These (2) accounts are for the same company and we were notified this afternoon to cancel them

The good news is we are getting these accounts both back through A0 Reed starting in June, I'll

Rovonne, please remove the 2 above accounts from Rick's report list for this month.

Thanks, Tom

Tom Hobbs  
District Manager  
Chem Pro  
858 565-2462 Office  
858 565-2575 Fax  
619 572-1750 Cell  
thobbs@chemprolab.com



# CHEM PRO LABORATORY, INC

WATER TREATMENT SPECIALISTS STATE CERTIFIED LABORATORY  
941 W 190th St, Gardena, CA 90248-4398 Tel: 310-532-8611 Fax: 310-719-9502  
www.chemprolab.com sales@chemprolab.com Federal Tax ID#: 95-2297708

<b>Customer #</b>
59701
<b>Statement Date</b>
04-16-2018
<b>Balance Due</b>
<b>\$3190.00</b>

**BILL TO:**

ATTN: ACCTS PAYABLE  
TULARE COUNTY  
FACILITIES DIVISION  
5953 S MOONEY BLVD  
VISALIA, CA 93277-9394

**OVERDUE STATEMENT**

Please review the items below and remit payment as soon as possible. If you have questions or believe there is an error, please contact us at 310-532-8611.

Invoice#	Regarding	Check#	Date	Amount	Due
608205	TULARE D P S S #1		2016-08-23	125.00	125.00
609371	TULARE D P S S #1		2016-09-23	125.00	125.00
610584	TULARE D P S S #1		2016-10-23	125.00	125.00
611713	TULARE D P S S #1		2016-11-23	125.00	125.00
612896	TULARE D P S S #1		2016-12-23	125.00	125.00
621234	BOB WILEY #6		2017-07-23	480.00	480.00
621235	TULARE CNTY GOVERNMENT PLAZA		2017-07-23	50.00	50.00
621236	TULARE D P S S #1		2017-07-23	125.00	125.00
621237	TULARE HILLMAN HLTH CTR #2		2017-07-23	125.00	125.00
621238	TULARE HILLMAN HLTH CTR #3		2017-07-23	55.00	55.00
621239	Tulare Co. Office of Education Annex		2017-07-23	110.00	110.00
621240	VISALIA CNTY CNSEL/PERS #7		2017-07-23	120.00	120.00
621241	VISALIA HEALTH CARE CTR #11		2017-07-23	120.00	120.00
621242	VISALIA JUVENILE CT #12		2017-07-23	435.00	435.00
621243	VISALIA MAIN JAIL		2017-07-23	400.00	400.00
621244	VISALIA SUPERIOR CRTHSE#15		2017-07-23	430.00	430.00
621245	Visalia DPSS Annex		2017-07-23	115.00	115.00
	Balance Due				\$3190.00

continued on next page

Please tear off at the perforation above and return this portion with payment



**CHEM PRO LABORATORY, INC**

**BILLED TO:**  
TULARE COUNTY  
**RE: OVERDUE STATEMENT**

**REMIT TO:**  
Chem Pro Laboratory, Inc.  
941 W 190th St  
Gardena, CA 90248

<b>Customer #</b>
59701
<b>Statement Date</b>
04-16-2018
<b>Balance Due</b>
<b>\$3190.00</b>
<b>Amount Enclosed</b>