

AGREEMENT FOR LABORATORY SERVICES

THIS AGREEMENT, is entered into this _____ day of _____, 2012 by and between the COUNTY OF TULARE, Resource Management Agency, referred to as COUNTY, and MOORE TWINING ASSOCIATES, Inc., referred to as CONTRACTOR, with reference to lab services.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective on the date first above written and shall continue in effect until June 30, 2013, unless otherwise terminated as provided in this Agreement.
2. **SERVICES:** CONTRACTOR agrees to provide lab services to Tulare County Personnel for the purpose of meeting State and Federal Requirements as requested by the County.
3. **PAYMENT FOR SERVICES:** It is mutually agreed that that COUNTY shall pay CONTRACTOR no more than the maximum of **THIRTY FIVE THOUSAND AND 00/100 DOLLARS (\$35,000)** for all services rendered under this agreement per **EXHIBIT A**, attached. Expenses for other services or materials not herein listed are neither authorize nor reimbursable. CONTRACTOR shall submit for COUNTY approval a detailed invoice describing the work performed. All payments under this agreement shall be made in accordance with the COUNTY'S normal payment cycle.
4. **COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, worker's compensation, and discrimination in employment.
5. **RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.
6. **INSURANCE:** Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in **Exhibit B** attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s).

TULARE COUNTY AGREEMENT NO _____

- a. This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY.
- b. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees, agents or officers of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal TAXES. In particular, COUNTY will not:
 - i. Withhold FICA (Social Security) from CONTRACTOR'S payments.
 - ii. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
 - iii. Withhold state or federal income tax from payments to CONTRACTOR.
 - iv. Make disability insurance contributions on behalf of CONTRACTOR.
 - v. Obtain unemployment compensation insurance on behalf of CONTRACTOR.
- c. Notwithstanding this independent CONTRACTOR relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

8. **INDEMNIFICATION:** CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims against COUNTY alleging civil rights violations by CONTRACTOR under Government Code Sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTOR'S failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

9. **CONFLICT OF INTEREST:**

- a. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, California Fair Political Practices Commission. The statutes, regulations, and laws previously referenced include, but are not limited to, prohibitions against any public office or employee, including CONTRACTOR for this purpose, from the making of any decision on behalf of COUNTY in which such public officer, employee, or

contractor participates in or influences any COUNTY decision which has the CONTRACTOR has an interest, with certain narrow expectations.

- b. CONTRACTOR agrees that if any facts come to their attention which raises any questions as to the applicability of conflicts of interest laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

10. TERMINATION:

- a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.
 - i. Without Cause: COUNTY will have the right to terminate this Agreement without cause by giving (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in the Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.
 - ii. With Cause: This Agreement may be terminated by either party should the other party:
 - (a) be adjudged a bankrupt, or
 - (b) become insolvent or have a receiver appointed, or
 - (c) make a general assignment for the benefit of creditors, or
 - (d) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
 - (e) materially breach this Agreement.

For any of the occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within FIVE (5) days of written notice specifying the breach. If the breach is not remedied within that FIVE (5) day period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a FIVE (5) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. COUNTY will not pay lost anticipated profits or other economic loss, nor will the COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If the expense of finishing the CONTRACTOR'S scope of work exceeds the unpaid balance of the agreement, CONTRACTOR must pay the difference to the COUNTY. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in

this Agreement, and it conditioned upon receipt from CONTRACTOR by the date of termination in accordance with this agreement. Sanctions taken will be possible rejection of future proposals based on specific causes of non-performance.

b. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR'S Services have been terminated by the COUNTY, said termination will not affect any rights of the COUNTY to recover damages against the CONTRACTOR.

c. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

11. **LOSS OF FUNDING**: It is understood and agreed that if the funding is either discontinued or reduced for this project for the COUNTY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

12. **ENTIRE AGREEMENT REPRESENTED**: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified, waived or repealed without the written consent of both parties.

13. **HEADINGS**: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

14. **NOTICES**:

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

County of Tulare
Resource Management Agency
5961 So. Mooney Blvd.
Visalia, CA 93277
Phone No.: 559-624-7000
Fax No.: 559-740-4448

BILLING/INVOICE INQUIRIES:

Resource Management Agency
Attn. Accounts Payable
5961 S. Mooney Blvd.
Visalia, CA 93277
Phone No.: 559-624-7000

CONTRACTOR:

Moore Twining Associates, Inc.
2527 Fresno Street
Fresno, CA 93721
Phone No.: 559-268-7021
Fax No.:
Email: Julia@mooretwining.com

- 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 shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.
15. **CONSTRUCTION:** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
16. **NO THIRD PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
17. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.
18. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
19. **EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement. However, it is hereby mutually agreed and understood that, should any of the provisions of the Exhibits and Recitals attached to this agreement be contrary to any of the paragraph provisions of this Agreement, the paragraph provisions of this Agreement shall control and supersede the provisions of the Exhibits and Recitals.
20. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
21. **FURTHER ASSURANCES:** Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.

- 22. ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR expressly agrees that it shall not discriminate in employment or the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
- a. It is recognizes that both the CONTRACTOR and the COUNTY have the responsibility to protect County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, CONTRACTOR agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The COUNTY, in its sole discretion, has the right to require CONTRACTOR to replace any employee who provides services of any kind to COUNTY pursuant to this Agreement with other employees where COUNTY is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude COUNTY from terminating this Agreement with or without cause as provided for herein.
- 23. ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training, and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.
- 24. DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before reporting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
- 25. UNEMPLOYMENT INSURANCE COMPLIANCE:** CONTRACTOR acknowledges that this agreement is subject to filing obligations pursuant to Unemployment Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR'S full name, social security number, address, the date this contract was executed, that total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete DE Form 542. Failure to provide the required information may, at COUNTY'S option, prevent approval of this agreement, on be grounds for termination by COUNTY.

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

"COUNTY"
COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

"CONTRACTOR"
MOORE TWINING ASSOCIATES, INC.

Date 5/14/13

By Julianne A. [Signature]
Title Director of Analytical Chemistry

Date _____

By _____
Title _____

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form
Tulare County Counsel

By: [Signature]
Deputy 2013714

5-29-13
Date

EXHIBIT A

Analytical Services Quotation

Amanda Duda
Tulare County Resource Management Agency
Agreement # 5355

Printed: 3/20/2012
Effective: 07/23/10
Expires: 06/28/12

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Water					
Chloride	EPA 300.0	0	10	\$24.00	\$0.00
Carbonate & Bicarbonate	SM 2320B	0	10	\$23.00	\$0.00
IG-2 Tulare	varies	0	10	\$166.00	\$0.00
Iron Dissolved EPA 200.8	EPA 200.8	0	10	\$15.00	\$0.00
IG-4 Tulare	varies	0	10	\$51.00	\$0.00
IG-10	varies	0	10	\$187.00	\$0.00
IG-1,9,10	varies	0	10	\$349.00	\$0.00
IG-1 Tulare	varies	0	10	\$106.00	\$0.00
GeoTracker Reporting	-	0	10	\$30.00	\$0.00
Elec. Cond. by SM2510B	SM2510B	0	10	\$15.00	\$0.00
IG-9	varies	0	10	\$56.00	\$0.00
Semivolatile Organic Compounds	EPA 8270C	0	10	\$165.00	\$0.00
Semivolatile Organic Compounds	EPA 8270C	0	10	\$166.00	\$0.00
Volatile Organic Compounds	EPA 8260B	0	10	\$100.00	\$0.00
Volatile Organic Compounds	EPA 8260B	0	10	\$101.00	\$0.00
Chlorinated Herbicides	EPA 8151A	0	10	\$111.00	\$0.00
Organophosphorus Pesticides	EPA 8141A	0	10	\$86.00	\$0.00
601/602 by 624	varies	0	10	\$86.00	\$0.00
Semivolatile Organic Compounds	EPA 8270C	0	10	\$166.00	\$0.00
Boron Dissolved EPA 200.8	EPA 200.7	0	10	\$15.00	\$0.00
Calcium, Dissolved	EPA 200.7	0	10	\$15.00	\$0.00
Sulfate	EPA 300.0	0	10	\$24.00	\$0.00
Sodium Dissolved EPA 200.7	EPA 200.7	0	10	\$15.00	\$0.00
Selenium Dissolved EPA 200.8	EPA 200.8	0	10	\$19.00	\$0.00
Total Kjeldahl Nitrogen (TKN)	EPA 351.2	0	10	\$35.00	\$0.00
Total Dissolved Solids (TDS)	SM 2540C	0	10	\$19.00	\$0.00
Nickel Dissolved EPA 200.8	EPA 200.8	0	10	\$19.00	\$0.00
Magnesium Dissolved EPA 200.7	EPA 200.7	0	10	\$15.00	\$0.00
Nitrate as N by EPA 300.0	varies	0	10	\$15.00	\$0.00
pH - Water	SM4500-H B	0	10	\$12.00	\$0.00
Nitrate as NO3	EPA 300.0	0	10	\$24.00	\$0.00
Potassium Dissolved EPA 200.7	EPA 200.7	0	10	\$15.00	\$0.00
Soil					
Total Kjeldahl Nitrogen (TKN)	SM4500-N	0	10	\$35.00	\$0.00

Julio Morales
Client Services Supervisor

Analytical Services Quotation

Amanda Duda
Tulare County Resource Management Agency
Agreement # 5355

Printed: 3/20/2012
Effective: 07/23/10
Expires: 06/28/12

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Volatile Organic Compounds	EPA 8260B	0	10	\$101.00	\$0.00
Chloride	EPA 300.0	0	10	\$24.00	\$0.00
Chlorinated Herbicides	EPA 8151A	0	10	\$111.00	\$0.00
Sieve, Hydrometer, 200 Wash Analysis (ASTM C117)	ASTM C117	0	10	\$60.00	\$0.00
Organophosphorus Pesticides	EPA 8141A	0	10	\$86.00	\$0.00
Semivolatile Organic Compounds	EPA 8270C	0	10	\$165.00	\$0.00
% Organic Matter (LOI)	ASTM D2974	0	10	\$50.00	\$0.00
Semivolatile Organic Compounds	EPA 8270C	0	10	\$166.00	\$0.00
Volatile Organic Compounds	EPA 8260B	0	10	\$100.00	\$0.00
Semivolatile Organic Compounds	EPA 8270C	0	10	\$166.00	\$0.00
Mod. Proctor (ASTM D-1557)	ASTM D-1557	0	10	\$160.00	\$0.00
Nitrate as N by EPA 300.0	varies	0	10	\$15.00	\$0.00
Sulfate	EPA 300.0	0	10	\$24.00	\$0.00
GeoTracker Reporting	-	0	10	\$30.00	\$0.00
Total Dissolved Solids (TDS)	SM 2540C	0	10	\$19.00	\$0.00
Atterberg Limits (ASTM D-2487)	ASTM D-2487	0	10	\$150.00	\$0.00
Nitrate as NO3	EPA 300.0	0	10	\$24.00	\$0.00
Plant Material	-	0	10	\$24.00	\$0.00
Nitrate as NO3	EPA 300.0	0	10	\$35.00	\$0.00
Total Kjeldahl Nitrogen (TKN)	SM4500-N,C	0	10	\$100.00	\$0.00
Organic	-	0	10	\$100.00	\$0.00
Volatile Organic Compounds	EPA 8260B	0	10	\$35.00	\$0.00
Biosolids	-	0	10	\$24.00	\$0.00
Total Kjeldahl Nitrogen (TKN)	SM4500-N,C	0	10	\$24.00	\$0.00
Nitrate as NO3	EPA 300.0	0	10	\$291.00	\$0.00
Air	-	0	10		
TO-14	-	0	10		
				Bid Total:	\$0.00

EXHIBIT B

PROFESSIONAL SERVICES CONTRACTS 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.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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 employer's 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 submitting department, certificates of insurance with original endorsements effecting coverage and a copy of the declarations page from the policy in effect 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.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2012

PRODUCER

ISU INS. SERV.-BC ENV. BROKERAGE
37 SUNCAST LANE, SUITE 103
EL DORADO HILLS, CA 95762
(916) 939-1080

INSURED

MOORE TWINING ASSOCIATES,
2527 FRESNO STREET
FRESNO, CA 93721

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A ENDURANCE AMERICAN SPEC. INS.
INSURER B Great American Ins. Co. of NY
INSURER C
INSURER D
INSURER E

NAIC#

41718
22136

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	ECC101014954-00	07/27/12	07/27/13	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 3,000
	<input checked="" type="checkbox"/> CONT. POLLUTION				PERSONAL & ADV INJURY \$ 3,000,000
	GENL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMPROP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC \$
					AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY EMPLOYEE OR PARTNER OR EXECUTIVE OFFICER MEMBER EXCLUDED?				E I EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E I DISEASE - LA EMPLOYEE \$
					E I DISEASE - POLICY LIMIT \$
A OTHER	E&O LIAB.	ECC101014954-00	07/27/12	07/27/13	\$3,000,000 OCCURRENCE
	INC. IN GL ABOVE	RETRO 10/5/1981			\$3,000,000 AGGREGATE
B	PROP/EQUIPMENT	IMP 3379118-02	06/14/12	06/14/13	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: ALL OPERATIONS
THE COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS, INDIVIDUALLY AND COLLECTIVELY HAVE BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY ONLY. PRIMARY COVERAGE APPLIES.
(BLANKET ENDORSEMENT ATTACHED)

CERTIFICATE HOLDER

TULARE COUNTY RESOURCE MANAGEMENT AGENCY
ATTN: PATTY ACKLEY
5961 S. MOONEY BLVD.
VISALIA, CA 93277-9394

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUYER AGREES TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Matthew C. Walker

Moore Twining Associates, Inc.

**AUTOMATIC ADDITIONAL INSURED –
OWNERS, LESSEES OR CONTRACTORS**

This endorsement, effective 07/27/12 attaches to and forms a part of Policy Number ECC10101495400. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

Section 11 – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**ADDITIONAL INSURED—OWNERS, LESSEES OR
CONTRACTORS—COMPLETED OPERATIONS**

This endorsement, effective 07-27-12 attaches to and forms a part of Policy Number ECC10101495400. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured.	Those Project locations where the additional insured coverage is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

**AUTOMATIC PRIMARY AND NON-CONTRIBUTORY
INSURANCE ENDORSEMENT –
DESIGNATED WORK OR PROJECT(S)**

This endorsement, effective 07/27/12 attaches to and forms a part of Policy Number ECC10101495400. This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

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

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



CERTIFICATE OF LIABILITY INSURANCE

TWINLAB-01

MCRA

DATE (MM/DD/YYYY)

5/16/2013

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).

PRODUCER DiBuduo & DeFendis Insurance Brokers, LLC License #0E02096 P.O. Box 5479 Fresno, CA 93755-5479		(559) 432-0222	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
INSURED Moore Twining Associates, Inc. P.O. Box 1472 Fresno, CA 93716		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Wausau Underwriters Insurance Company			
		INSURER B: Employers Insurance Company of Wausau			
		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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		ASJZ91449195022	6/14/2012	6/14/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WCCZ91449195013	5/1/2013	5/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*County of Tulare, its officers, agents, officials, employees and volunteers are listed designated insured per policy blanket form CA2048. Waiver of Subrogation applies per WC040306.

CERTIFICATE HOLDER**CANCELLATION**

County of Tulare* 5961 S. Mooney Visalia, CA 93277-	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization where the named insured has agreed by written contract to include such person or organization as designated insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Policy No: ASJ-Z91-449195-022
Effective Date: 06/14/2012
Expiration Date: 06/14/2013
Sales Office: 0600

Issued By: Wausau Underwriters Insurance Company

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

<u>Person or Organization</u>	<u>Job Description</u>
WHERE REQUIRED BY CONTRACT OR WRITTEN AGREEMENT PRIOR TO LOSS AND ALLOWED BY LAW.	

Issued by Employers Insurance Company of Wausau 15555

For attachment to Policy No. WCC-Z91-449195-013 Effective Date Premium \$

Issued to MOORE TWINING ASSOCIATES INC.