

ITEM 4.4

CITY MANAGER'S REPORT OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **RATIFY CONTRACT AMENDMENT NO. 3 AND APPROVE CONTRACT AMENDMENT NO. 4 WITH FRUIT GROWERS LABORATORY, INC., (FGL) FOR GROUNDWATER TREATMENT IMPROVEMENTS CIP PW 20-16 AND ASSOCIATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Ratifying Contract Amendment No. 3 and Approving Contract Amendment No. 4 with Fruit Growers Laboratory, Inc., (FGL) for Groundwater Treatment Improvements CIP PW 20-16 and Associated Budget Amendment**

SUMMARY:

In April 2019, the California Division of Drinking Water (DDW) issued an Order requiring the City of Lathrop to test for the presence of perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS) at two of the City's wells. As a result, the Groundwater Treatment Improvements CIP PW 20-16 was created to allocate funds, issue service contracts and track staff efforts. More recently, on September 2, 2020, DDW issued a second order for additional testing of per- and polyfluoralkyl substances (PFAS) at all of the City's active wells.

Staff requests ratification of Contract Amendment No. 3 with Fruit Growers Laboratory, Inc., (FGL) in the amount of \$24,360 for (PFAS) water quality laboratory testing services for the City's wells and the Louise Avenue Water Treatment Facility (LAWTF) effluent. The PFAS water quality laboratory testing will be utilized by EKI Environment & Water Inc., (EKI) to support their evaluation of groundwater treatment improvements for the LAWTF and the City's wells. Amendment No. 3 was issued using the City Manager signing authority to avoid any delay in completing the study.

Staff also requests approval of Contract Amendment No. 4 with FGL in the amount of \$9,810 for quarterly testing at the City's wells and the LAWTF in response to the second monitoring Order on September 3, 2020.

Approval is also requested for an associated budget amendment to transfer funds in the amount of \$34,170 from the Water System Capital Replacement Fund 5600 to CIP PW 20-16.

CITY MANAGER'S REPORT
OCTOBER 12, 2020 CITY COUNCIL REGULAR MEETING
RATIFY CONTRACT AMENDMENT NO. 3 AND APPROVE CONTRACT
AMENDMENT NO. 4 WITH FRUIT GROWERS LABORATORY INC., (FGL) FOR
GROUNDWATER TREATMENT IMPROVEMENTS CIP PW 20-16 AND
ASSOCIATED BUDGET AMENDMENT

PAGE 2

BACKGROUND:

Per- and polyfluoroalkyl substances (PFAS) are a large group of environmentally persistent manmade chemicals that are used in firefighting foam and a wide range of products designed to be non-stick or stain resistant. Because of their potential adverse health effects, these chemicals pose an emerging risk to drinking water sources nationwide. In April 2019, the California Division of Drinking Water (DDW) issued monitoring orders to more than 200 water systems across the state, including the City of Lathrop to test for the presence of two of these chemicals, perflourooctanoic acid (PFOA) and perflourooctanesulfonic acid (PFOS) at City's Wells 9 and 10.

On October 14, 2019, Council approved creation of the CIP PW 20-16 Groundwater Treatment Improvements and the approval/ratification of agreements with EKI and FGL to provide technical support and water quality laboratory testing services to help address the new regulatory requirements for PFAS and other contaminants of concern present in the City's groundwater supply.

In April, 2020 Contract Amendment No. 3 was issued to FGL for additional PFAS testing at City Wells and the LAWTF. This additional PFAS water quality laboratory testing was recommended by EKI Environment & Water Inc., (EKI) to support their evaluation of groundwater treatment improvements for the LAWTF and the City's wells.

On September 3, 2020 DDW issued a second monitoring order requiring additional testing for PFAS at the City's five active wells on a quarterly basis beginning with the fourth calendar quarter of 2020 and continuing until further notice. At the request of Staff, FGL has provided a quote to provide quarterly testing through June 30, 2021, the end of this fiscal year.

REASON FOR RECOMMENDATION:

The Groundwater Treatment Improvements CIP PW 20-16 is needed to address per- and polyfluoroalkyl substances (PFAS) and other contaminants of concern that are present in the City's groundwater supply. Ratification of FGL Contract Amendment No. 3 and approval of FGL Contract Amendment No. 4 for additional PFAS testing at the City's wells and the LAWTF through the end of this fiscal year is requested so these additional costs for PFAS testing may be tracked under CIP PW 20-16.

FISCAL IMPACT:

The cost of FGL Contract Amendment No. 3 is \$24,360, and the cost of FGL Contract Amendment No. 4 is \$9,810 for a total combined cost of \$34,170.

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GROUNDWATER TREATMENT IMPROVEMENTS CIP PW 20-16 AND
ASSOCIATED BUDGET AMENDMENT

Approval for a budget amendment to transfer funds in the amount of \$34,170 from the Water System Capital Replacement Fund 5600 to CIP PW 20-16 is requested as follows:

<u>Increase Transfer Out</u>	
5600-9900-990-9010	\$34,170
(Water System Capital Replacement)	
<u>Increase Transfer In</u>	
5690-9900-393-0000 PW 20-16	\$34,170
(Water CIP)	
<u>Increase Appropriation</u>	
5690-8000-420-01-00 PW 20-16	\$34,170
(Water CIP Professional Services)	

ATTACHMENTS:

- A. Resolution Ratifying Contract Amendment No. 3 and Approving Contract Amendment No. 4 with Fruit Growers Laboratory, Inc., (FGL) for Groundwater Treatment Improvements CIP PW 20-16 and Associated Budget Amendment
- B. Contract Amendment No. 3 with FGL to Provide Additional PFAS Testing For City Wells and LAWTF – CIP PW 20-16
- C. Contract Amendment No. 4 with FGL to Provide Additional PFAS Testing For City Wells and LAWTF – CIP PW 20-16

CITY MANAGER'S REPORT
OCTOBER 12, 2020, CITY COUNCIL REGULAR MEETING
RATIFY CONTRACT AMENDMENT NO. 3 AND APPROVE OF CONTRACT
AMENDMENT NO. 4 WITH FRUIT GROWERS LABORATORY INC., (FGL) FOR
GROUNDWATER TREATMENT IMPROVEMENTS CIP PW 20-16

APPROVALS



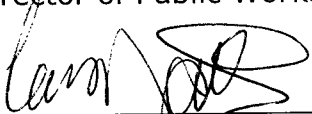
Greg Gibson
Senior Civil Engineer

9/28/2020
Date



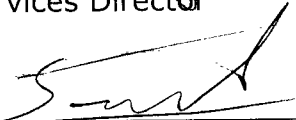
Michael King
Director of Public Works

9-28-2020
Date



Cari James
Finance & Administrative
Services Director

10/1/2020
Date



Salvador Navarrete
City Attorney

9-28-2020
Date



Stephen J. Salvatore
City Manager

10-5-2020
Date

RESOLUTION NO. 20 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING CONTRACT AMENDMENT NO. 3 AND APPROVING CONTRACT AMENDMENT NO. 4 WITH FRUIT GROWERS LABORATORY, INC., (FGL) FOR GROUNDWATER TREATMENT IMPROVEMENTS CIP PW 20-16 AND ASSOCIATED BUDGET AMENDMENT

WHEREAS, Per-and polyfluoralkyl substances (PFAS) are a large group of environmentally persistent manmade chemicals that are used in firefighting foam and a wide range of products designed to be non-stick or stain resistant; and

WHEREAS, because of their potential adverse health effects, these chemicals pose an emerging risk to drinking water sources nationwide; and

WHEREAS, in April 2019, the California Division of Drinking Water (DDW) issued monitoring orders to more than 200 water systems across the state, including the City of Lathrop to test for the presence of two of these chemicals, perflouroctanoic acid (PFOA) and perflouroctanesulfonic acid (PFOS) at City's Wells 9 and 10; and

WHEREAS, on October 14, 2019, Council approved creation of the CIP PW 20-16 Groundwater Treatment Improvements and the approval/ratification of agreements with EKI Environment & Water, Inc., (EKI) and Fruit Growers Laboratory, Inc., (FGL) to provide technical support and water quality laboratory testing services to help address the new regulatory requirements for PFAS and other contaminants of concern present in the City's groundwater supply; and

WHEREAS, EKI is preparing a preliminary study for treatment of groundwater for PFAS at the LAWTF and Well 9 and needed additional testing for PFAS at the City's wells and the LAWTF to support the study; and

WHEREAS, FGL performed the additional PFAS testing under Contract Amendment No. 3 for a cost of \$24,360 that was approved using the City Manager's signing authority to avoid any delay; and

WHEREAS, ratification of FGL Contract Amendment No. 3 for additional PFAS testing at City Wells 6, 7, 8 and 10 and the LAWTF at a cost of \$24,360 is requested so that these additional costs for PFAS testing may be tracked under CIP PW 20-16; and

WHEREAS, on September 2, 2020, DDW issued a second order for additional testing of PFAS at all five of the City's active wells, and at the request of Staff, FGL has provided a quote to provide quarterly testing through June 30, 2021, the end of this fiscal year under Contract Amendment No. 4; and

WHEREAS, the cost of FGL Contract Amendment No. 3 is \$24,360, and the cost for FGL Contract Amendment No. 4 is \$9,810 for a total combined cost of \$34,170, and therefore, a budget amendment in the amount of \$34,170 for CIP PW 20-16 is requested.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the executed Contract Amendment No. 3 with FGL in the amount of \$24,360 and approve Contract Amendment No. 4 in the amount of \$9,810 for additional PFAS testing at City Wells and the LAWTF for a combined total amount of \$34,170; and

BE IT FURTHER RESOLVED, the City Council of Lathrop does hereby approve the following budget amendment to allocate funds from the Water System Capital Replacement Fund 5600 to CIP PW 20-16:

<u>Increase Transfer Out</u>	
5600-9900-990-9010	\$34,170
(Water System Capital Replacement)	
<u>Increase Transfer In</u>	
5690-9900-393-0000 PW 20-16	\$34,170
(Water CIP)	
<u>Increase Appropriation</u>	
5690-8000-420-01-00 PW 20-16	\$34,170
(Water CIP Professional Services)	

The foregoing resolution was passed and adopted this 12th day of October, 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

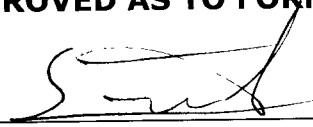
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



Office of the City Manager

390 Towne Centre Dr. - Lathrop, CA 95330
Phone (209) 941-7220 - fax (209) 941-7248
www.ci.lathrop.ca.us

NOTICE TO PROCEED

Fruit Growers Laboratory, Inc.
Glenn Olsen, Marketing Director
853 Corporation Street
Santa Paula, CA 93012

Sent via email & original mailed: glenno@fglinc.com

Dear Mr. Olsen:

Enclosed please find your original executed **Amendment No. 3** to provide **Additional PFAS Testing for City Wells and LAWTF - CIP PW 20-16**. This is your Notice to Proceed to the attached Amendment No. 3.

Should you have any questions regarding this project, please contact Greg Gibson at (209) 941-7442, the staff member directly involved with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore".

Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

AMENDMENT NO. 3

TO THE AGREEMENT FOR WATER QUALITY TESTING LABORATORY SERVICES BETWEEN THE CITY OF LATHROP AND FRUIT GROWERS LABORATORY, INC. DATED JULY 1, 2018

TO PROVIDE ADDITIONAL PFAS TESTING FOR CITY WELLS AND LAWTF – CIP PW 20-16

This Amendment (hereinafter "AMENDMENT NO. 3") to the agreement between **Fruit Growers Laboratory, Inc.** and the **City of Lathrop** dated July 1, 2018, (hereinafter "AGREEMENT") dated for convenience this 15 day of April 2020, is by and between **Fruit Growers Laboratory, Inc.**, ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specifically trained, experienced, and competent to provide Water Quality Testing Laboratory Services required by this agreement; and

WHEREAS, Water Quality Testing Laboratory Services are needed pursuant to the City's water supply and wastewater permits administered by the State; and

WHEREAS, on July 1, 2018, CONSULTANT and CITY entered into an AGREEMENT to provide Water Quality Testing Laboratory Services for drinking water not to exceed \$14,061; and

WHEREAS, on March 22, 2019, CONSULTANT and CITY entered into an AMENDMENT No.1 to sample UCMR 4 as required by the City's drinking water permit not to exceed \$16, 210; and

WHEREAS, on October 14, 2019, CONSULTANT and CITY entered into an AMENDMENT NO. 2 to provide PFAS analysis as required by the City's drinking water permit not to exceed \$6,590; and

WHEREAS, CONSULTANT provided scope of work attached hereto as Exhibit "A" for Amendment No. 3 to provide additional PFAS testing for City Wells and LAWTF – CIP PW 20-16; and

WHEREAS, CONSULTANT is willing to render such Water Quality Testing Laboratory Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC. FOR ADDITIONAL PFAS TESTING – AMENDMENT NO. 3

AMENDMENT NO. 3 to AGREEMENT

- (1) **Scope of Service.** Section (1) of the AGREEMENT for Consulting is hereby amended to add the following:

CONSULTANT agrees to perform Water Quality Testing Laboratory Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

- (2) **Compensation.** Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$24,360** for the Water Quality Testing Laboratory Services set forth in Exhibit "A" of this AMENDMENT NO. 3. CONSULTANT shall be paid within thirty (30) days of receipt of progress billings containing all information contained in Paragraph 5 of the original AGREEMENT. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work, and this AMENDMENT NO. 3 unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

- (3) **Effective Date and Term.** Section (3) of the AGREEMENT for Consulting is hereby amended as follows:

The effective date of AMENDMENT NO. 3 is April 15, 2020, and it shall terminate no later than **December 31, 2020**. All other terms of the original AGREEMENT shall remain in full force and effect.

- (4) **Applicability to Original Consultant AGREEMENT**

All terms and conditions set forth in the AGREEMENT dated **July 1, 2018** are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

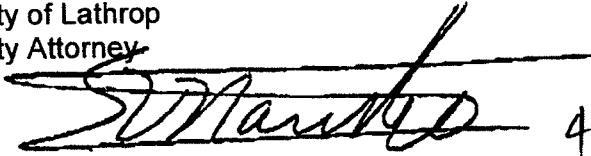
- (5) **Signatures**

The individuals executing this AMENDMENT NO. 3 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 3 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC. FOR ADDITIONAL PFAS TESTING – AMENDMENT NO. 3

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete Date 4/8/2020

Recommended for Approval:


City of Lathrop
Public Works Director



Michael King Date 4-9-2020

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



Stephen J. Salvatore Date 4-15-2020
City Manager

CONSULTANT:

Fruit Growers Laboratory, Inc.
Corporate Office
853 Corporation Street
Santa Paula, CA 93012

Fed ID # 95-0755000
Business License # 20225



Signature Date 3-31-20

Glenn Olsen, Marketing Dir.

Print Name and Title



Date: March 16, 2020

To: City of Lathrop - 3008507
 Attn: Greg Gibson E-Mail ggibson@ci.lathrop.ca.us

Subject: Price Quote No: ST 20200316-02 Wells 6,7,8,10 and LATWF - PFAS Testing

Good day Greg,

FGL appreciates the opportunity to provide this Special Quote for (48) PFAS samples starting in April and culminating in July 2020. Volume discounting has been applied. When ready to perform the analyses, please contact your local FGL Laboratory in Stockton at (209) 942-0182 to schedule your event. Thank you.

Quote For Time Period: March 16, 2020 through August 01, 2020

Sampled By: FGL Sampling

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Initial Sample (required)				
Subcontracted: EPA 537.1 (18 compounds)		245.00	48	11760.00
Group Price:				11760.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Field Blank (refer to Water Board order)				
Subcontracted: Field Blank Sample EPA 537.1		245.00	48	11760.00
Group Price:				11760.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Field Services (optional)				
Sampling Fee (Regularly Scheduled Route)		35.00	24	840.00
Group Price:				840.00
Total Price Quote:				24360.00

- Note 1: Special volume discounting applies to these (48) samples during the project term of April through July 2020.
- Note 2: Subcontractor is Babcock Laboratories with a standard Turn Around Time (TAT) of 10-12 weekdays; not including holidays.
- A Quality Assurance/Quality Control report is supplied with all of our analyses. This assures our valued clients of accurate and defensible data.
- All work undertaken is subject to our terms and conditions, which are outlined in our fee schedule and/or available upon request.

If you have any questions regarding this quote or require any modifications, please contact Glenn Olsen at

(805) 392-2000. Thank you.

Page 1 of 1

Reviewed and **Glenn Olsen**
Approved By Marketing Director



Digitally signed by Glenn Olsen
Prepared By: Glenn A. Olsen
Date: 2020-03-16 11:01



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2019

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).

PRODUCER Dealey, Renton & Associates License #0020739 600 Anton Blvd., #100 Costa Mesa CA 92626	CONTACT NAME: PHONE (A/C, No, Ext): 714-427-6810 FAX (A/C, No): 714-427-6818 E-MAIL ADDRESS: certificates@dealeyrenton.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Fruit Growers Laboratory, Inc. 853 Corporation Street Santa Paula CA 93060	INSURER A: Travelers Property Casualty Company of America 25674	
	INSURER B: Greenwich Insurance Company 22322	
	INSURER C: The Travelers Indemnity Company of Connecticut 25682	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1246997058

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	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		630154D1392	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			8104L144950	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP0J51932	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	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	\$
B	Professional Liability Claims Made			PEC001086618	1/1/2020	1/1/2021	Per Claim Annual Aggr.	\$2,000,000 \$2,000,000

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

Re: Water Quality Testing Laboratory Services for the City of Lathrop Drinking Water Quality Assurance
 City of Lathrop, its officers, City Council, boards, and commissions and members thereof, its employees, agents, and volunteers are Additional Insured as respects to General & Auto Liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop CA 95330	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.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED**
- B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO**
- D. EMPLOYEES AS INSURED**
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
- G. WAIVER OF DEDUCTIBLE – GLASS**
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
- J. PERSONAL PROPERTY**
- K. AIRBAGS**
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
- M. BLANKET WAIVER OF SUBROGATION**
- N. UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS
(Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SERVICE INDUSTRIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| A. Broadened Named Insured | I. Amended Bodily Injury Definition |
| B. Blanket Additional Insured – Broad Form Vendors | J. Bodily Injury To Co-Employees And Co-Volunteer Workers |
| C. Damage To Premises Rented To You <ul style="list-style-type: none">• Perils of fire, explosion, lightning, smoke, water• Limit increased to \$300,000 | K. Aircraft Chartered With Crew |
| D. Blanket Waiver Of Subrogation | L. Non-Owned Watercraft – Increased From 25 Feet To 50 Feet |
| E. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | M. Increased Supplementary Payments <ul style="list-style-type: none">• Cost of bail bonds increased to \$2,500• Loss of earnings increased to \$500 per day |
| F. Blanket Additional Insured – Lessors Of Leased Equipment | N. Knowledge And Notice Of Occurrence Or Offense |
| G. Incidental Medical Malpractice | O. Unintentional Omission |
| H. Personal Injury – Assumed By Contract | P. Reasonable Force – Bodily Injury Or Property Damage |

PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.
2. The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:
 - 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, unless reported in writing to us within 180 days.

B. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to pro-

COMMERCIAL GENERAL LIABILITY

vide in the written contract or agreement, or the limits shown in the Declarations of this Coverage Part, whichever are less.

- b. The insurance provided to such vendor does not apply to:
- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in "your products" made intentionally by such vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (7) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

C. DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III – Limits Of Insurance.

This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from such fire, explosion, or lightning; or
- (5) Water.

is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

E. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.

- b. The insurance provided to such premises owner, manager or lessor does not apply to:

- (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have

COMMERCIAL GENERAL LIABILITY

signed and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

G. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services" to a person.

2. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services".

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to any "bodily injury" arising out of any providing or failing to provide "incidental medical services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide "incidental medical services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph 2., **Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide "incidental medical services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph 4.b., **Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED.**

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H. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The following replaces Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

e. Contractual Liability

"Personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for damages because of "personal injury" assumed in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

3. The following replaces Paragraph 2.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

4. The following replaces the first subparagraph of Paragraph f. of the definition of "insured contract" in the **DEFINITIONS** Section:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

I. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

J. BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(a) above does not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

K. AIRCRAFT CHARTERED WITH CREW

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

COMMERCIAL GENERAL LIABILITY

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

L. NON-OWNED WATERCRAFT

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Fifty feet long or less; and
- (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) Fifty feet long or less; and
- (2) Not being used to carry any person or property for a charge.

M. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

N. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described

COMMERCIAL GENERAL LIABILITY

in Paragraphs e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

O. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we

relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

P. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

AMENDMENT NO. 4

TO THE AGREEMENT FOR WATER QUALITY TESTING LABORATORY SERVICES BETWEEN THE CITY OF LATHROP AND FRUIT GROWERS LABORATORY, INC., DATED JULY 1, 2018

TO PROVIDE ADDITIONAL PFAS TESTING FOR CITY WELLS AND LAWTF – CIP PW 20-16

This Amendment (hereinafter “AMENDMENT NO. 4”) to the agreement between **Fruit Growers Laboratory, Inc.** and the **City of Lathrop** dated July 1, 2018, (hereinafter “AGREEMENT”) dated for convenience this **12th day of October 2020**, is by and between **Fruit Growers Laboratory, Inc.**, (“CONSULTANT”) and the **City of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specifically trained, experienced, and competent to provide Water Quality Testing Laboratory Services required by this agreement; and

WHEREAS, Water Quality Testing Laboratory Services are needed pursuant to the City’s water supply and wastewater permits administered by the State; and

WHEREAS, on July 1, 2018, CONSULTANT and CITY entered into an AGREEMENT to provide Water Quality Testing Laboratory Services for drinking water not to exceed \$14,061; and

WHEREAS, on March 22, 2019, CONSULTANT and CITY entered into an AMENDMENT No.1 to sample UCMR 4 as required by the City’s drinking water permit not to exceed \$16, 210; and

WHEREAS, on October 14, 2019, CONSULTANT and CITY entered into an AMENDMENT No. 2 to provide PFAS analysis as required by the City’s drinking water permit not to exceed \$6,590; and

WHEREAS, on April 15, 2020, CONSULTANT and CITY entered into an AMENDMENT No.3 to provide additional PFAS testing for City Wells and LAWTF – CIP PW 20-16 not to exceed \$24,360; and

WHEREAS, on October 12, 2020, CONSULTANT and CITY entered into an Amendment No. 4 per the second monitoring order from the State Water Resources Control Board to provide additional PFAS testing for the City Wells and LAWTF – CIP PW 20-16 not to exceed \$9,810; and

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC., FOR ADDITIONAL PFAS TESTING FOR CITY WELLS AND LAWTF- CIP PW 20-16 – AMENDMENT NO. 4

WHEREAS, CONSULTANT is willing to render such Water Quality Testing Laboratory Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AMENDMENT NO. 4 to AGREEMENT

- (1) **Scope of Service.** Section (1) of the **AGREEMENT for Consulting** is hereby amended to add the following:

CONSULTANT agrees to perform additional PFAS Water Quality Testing Laboratory Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

- (2) **Compensation.** Section (2) of the **AGREEMENT for Consulting Services** is hereby amended as follows:

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$9,810** for the Water Quality Testing Laboratory Services set forth in Exhibit "A" of this AMENDMENT NO. 4. CONSULTANT shall be paid within thirty (30) days of receipt of progress billings containing all information contained in Paragraph 5 of the original AGREEMENT. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work, and this AMENDMENT NO. 4 unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

- (3) **Effective Date and Term.** Section (3) of the **AGREEMENT for Consulting** is hereby amended as follows:

The effective date of AMENDMENT NO. 4 is **October 12, 2020**, and it shall terminate no later than **June 30, 2021**. All other terms of the original AGREEMENT shall remain in full force and effect.

- (4) **Applicability to Original Consultant AGREEMENT**

All terms and conditions set forth in the AGREEMENT dated **July 1, 2018** are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC., FOR ADDITIONAL PFAS TESTING FOR CITY WELLS AND LAWTF- CIP PW 20-16 – AMENDMENT NO. 4

(5) Signatures

The individuals executing this AMENDMENT NO. 4 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 4 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC., FOR ADDITIONAL PFAS TESTING FOR CITY WELLS AND LAWTF- CIP PW 20-16 – AMENDMENT NO. 4

Approved as to Form: City of Lathrop
City Attorney

Salvador Navarrete Date

Recommended for Approval: City of Lathrop
Public Works Director

Michael King Date

Approved by: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONSULTANT: Fruit Growers Laboratory, Inc.
Corporate Office
853 Corporation Street
Santa Paula, CA 93012

Fed ID # _____
Business License # **20225**

Signature Date

Print Name and Title

Date: September 3, 2020

To: **City of Lathrop - 3008507**
 Attn: Greg Gibson

E-Mail ggibson@ci.lathrop.ca.us

Subject: **Price Quote No: ST 20200903-01 PFAS Testing Wells 6,7,8,9,10 & LAWTF**

Good day Greg,

FGL appreciates the opportunity to provide the following quote. Several days before you are ready to perform the analyses, please contact your the FGL Laboratory in Stockton at (209) 942-0182 to schedule your event. We look forward to being of service. Thank you.

Quote For Time Period: October 01, 2020 through June 30, 2021

Sampled By: FGL Sampling

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Initial Sample (required)				
Subcontracted: EPA 537.1 (18 compounds)		255.00	18	4590.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Field Blank (refer to Water Board order)				
Subcontracted: Field Blank Sample EPA 537.1		255.00	18	4590.00

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Field Services (optional)				
Sampling Fee per Well (Regularly Scheduled Route)		35.00	18	630.00

Total Price Quote: 9810.00

- Standard TAT for results is 12 - 15 business days.
- *A Quality Assurance/Quality Control report is supplied with all of our analyses. This assures our valued clients of accurate and defensible data.*
- All work undertaken is subject to our terms and conditions, which are outlined in our fee schedule and/or available upon request.

If you have any questions regarding this quote or require any modifications, please contact Glenn Olsen at (805) 392-2000. Thank you.

Reviewed and **Glenn Olsen** Digitally signed by Glenn Olsen
 Approved By Marketing Director  Prepared By Glenn A. Olsen
 Date: 2020-09-03 14:53