

TULARE COUNTY AGREEMENT NO. 281087

COUNTY OF TULARE
SERVICES AGREEMENT
Security Guard Services

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2018, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and American Guard Services, Inc., a California Corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain the services of CONTRACTOR for the purpose of providing security guard services relating to the requirements various County departments; and,**
- B. CONTRACTOR has the experience and qualifications to provide the security guard services to COUNTY; and,**
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.**

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of July 1, 2018 and expires at 11:59 PM on June 30, 2019, with two (2), one (1) year options for renewal by mutual written consent, unless earlier terminated as provided below.
- 2. SERVICES:** See attached **Exhibits A, A – 1,**
- 3. PAYMENT FOR SERVICES:** See attached **Exhibits B, B-1**
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C.**
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBIT:** CONTRACTOR shall comply with the terms and conditions of the Exhibit listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input checked="" type="checkbox"/>	Exhibit D	Debarment
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- 7. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY OF TULARE
SERVICES AGREEMENT
Security Guard Services**

COUNTY:

General Services Agency
Attn: Contract Administrator
2637 W Burrel
Visalia CA 93291
Phone No.: 559-624-7227
Fax No.: 559-627-1022

With a Copy to:

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

CONTRACTOR:

American Guard Services, Inc
1299 E Artesia Blvd
Carson, CA 90746
Phone No.: 424-213-4090

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

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

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

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

COUNTY OF TULARE
SERVICES AGREEMENT
Security Guard Services

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

Date: 6-21-18

American Guard Services, Inc.

By [Signature]

Print Name GERALD A. BREGAN

Title EXECUTIVE VICE PRESIDENT

Date: 6-21-18

By [Signature]

Print Name JOE LOPEZ

Title REGIONAL MANAGER

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

COUNTY OF TULARE

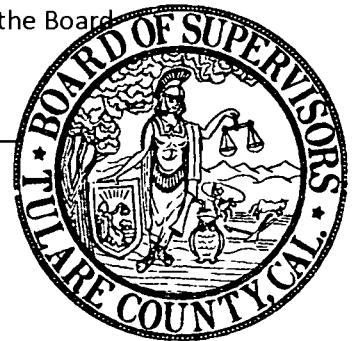
Date: 10/20/2018

By [Signature]
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

Date: 10/20/2018

By [Signature]
Deputy Clerk



Approved as to Form
County Counsel

Date: 6/25/18

By [Signature]
Deputy Chris Sorich
Matter # 2018927

EXHIBIT A

SCOPE OF WORK

The County contracts with Contractor to provide a security guard presence at County facilities. The security guard contract is managed by the General Services Agency (GSA) Contract Administrator, who acts as the official point of contact regarding security guard matters for both the Contractor and County Departments. All communication between County Departments and the Contractor must occur through the GSA Contract Administrator.

Please note that contracted security guards are not County employees. Patrol responsibilities, uniforms, communication, confidentiality and professionalism requirements for guards are stipulated and enforced through the Agreement. Any request to modify security guard expectations, policies and procedures must be submitted to the GSA Contract Administrator: (559) 624-7047

CONTRACTOR RESPONSIBILITIES

1. **CAPACITY.** Security guards will perform specified duties including, but not limited to; patrolling premises, operating metal detectors (including using a hand wand as needed), instructing clients carrying items not permitted to return those items to their vehicles before entering the building, performing building and parking lot checks, walk through interview areas, and performing building and parking lot checks prior to the opening and closing of the building.
 - 1.1. Contractor recognizes the responsibility of security guards to protect County employees, clients, and property from unlawful activities. This includes but is not limited to: reporting to the site management and/or contract manager any violations of County, State, or Federal Laws and calling 911; advising site management, or other designees, of any possible issues occurring in the lobby, parking lot, or any other part of the County facility; ensuring the fire lanes at facilities are kept clear; and enforcing no smoking policies. A security guard's responsibility before an incident/offense has occurred should be prevention. A security guard's responsibility during or after an incident/offense should be to observe and report.
 - 1.2. Within 15 days of written notice of award the Contractor will provide a copy of a Private Patrol Operators license to the GSA Contract Administrator. This license must be current and kept current for the duration of the contract. Contractor shall also provide copies of valid security guard registration cards (Guard Cards) issued by the California Department of Consumer Affairs Bureau of Security and Investigative Services (BISI) for all security guards used by the Contractor for the County. No payment will be made until the County receives the copies of licenses or guard cards.
 - 1.3. Should a security guard not pass the background check, (s)he will not provide service to the County. In the event that a certification/license is withdrawn, cancelled or in any

way downgraded, the contractor will immediately remove the individual from service, and provide an acceptable replacement in possession of a valid certification/license.

- 1.4. All security guards shall wear the contractor's uniform at all times when providing security for the County. The uniform will be of a professional nature, with display of patches on both arms stating Private Security. Security guards will not be permitted to provide services unless in uniform.
- 1.5. Contractor shall provide each security guard with a means of communication to the Contractor's dispatch and the County reception area for each location. Purchase of these devices is at the discretion and responsibility of the individual sites and not covered by this contract.
- 1.6. Security guards will not carry firearms, batons, or any non-lethal chemical agent without prior written consent of the GSA Director. Security guards must have the appropriate BISI certification for carrying any listed equipment. No payment will be made until the County receives copies of these certifications.
- 1.7. Unless otherwise provided in the Agreement, County is relying on the training and experience of Contractor and Contractor's employees and agents, and no part of the Agreement may be assigned or subcontracted by Contractor without prior written consent of the County.
- 1.8. All security guards assigned to the County shall conduct themselves in a professional manner at all times. Security guards will refrain from unnecessary conversation with County employees.
- 1.9. Security guards will assist in evacuation and other emergency procedures, including but not limited to assisting employees, clients and other members of the public to assembly areas or safe rooms, and preventing people from re-entering the building until the building has been declared safe.
- 1.10. Inform site management or their designee of scheduled work hours, including break and lunch times. Scheduled breaks and lunch must be taken in areas designated by site management only.
- 1.11. If assigned to a County Building, at the close of business remain in the lobby until the last client or member of the public exits.

2. **ADDITIONAL REQUIREMENTS FOR DEPARTMENT OF CHILD SUPPORT SERVICES (DCSS) AND HEALTH AND HUMAN SERVICES AGENCY (HHSA).** Security Guards assigned to DCSS or HHSA facilities will have the following additional requirements:
 - 2.1. As needed, security guards may be required to escort one or more DCSS employee(s) to State hearings.
 - 2.2. All security guards assigned to the DCSS, including supplemental or replacements, are to report to the DCSS for an additional background check before the first day of work. Security guards assigned to DCSS will annually complete a "Case Involvement Form," provided by DCSS, and ensure it is updated as circumstances change.
 - 2.3. All security guards assigned to HHSA or DCSS facilities will sign a the department approved confidentiality agreement with the County. Any violation of this agreement may be subject to local, state and federal prosecution, or a civil action, against the individual(s) and the entity for which they work. This confidentiality requirement shall include, but is not limited to; any and all written documentation and verbal communication, either direct or indirect, of any matter or issue that may involve any client and/or employee that is associated with the County. This confidentiality requirement extends to off-site and off-duty situations.
 - 2.4. If the Contractor or Contractor's agent causes a breach or violates their confidentiality agreement, the County will seek liquidated damages in the amount of \$5,000.00 for each violation.

3. **SCHEDULE.** Services will be provided according to the schedule in Exhibit A-1 below.
 - 3.1. The County reserves the right to add or delete sites, or change the schedule of hours at each site by providing the Contractor with a written notice at least seven (7) days in advance of the change. In case of emergency requests, the County will pay overtime for the first 24 hours.
 - 3.2. An individual security guard's shift shall not exceed 12 continuous hours. An eight (8) hour rest must be taken before a security guard may resume an assignment for the County.
 - 3.3. The County will provide at least two (2) hours advance notice if unscheduled or emergency guard services are required. These services will be considered extra work and will be paid at the rate listed in Exhibit B. Any extra work must be approved in advance by the GSA Contract Administrator.

- 3.4. Security guards working 24 hour shifts will be paid overtime for listed holidays. Any overtime must be approved in advance by the GSA Contract Administrator.

COUNTY HOLIDAYS

New Year's Day **	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day **	July 4th
Labor Day	First Monday in September
Veterans Day **	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Eve **	December 24th
Christmas Day **	December 25th

EXHIBIT A – 1

COUNTY DEPARTMENTS & LOCATIONS

Section 1 – HHSA

Location	Number of Guards	Coverage Hours
HHSA Adult Services 3330/3346/3500 W Mineral King, Visalia	1	Monday – Friday: 7:00 am to 6:00 pm 11 hrs/day
HHSA Visalia Adult Integrated Clinic 520 E Tulare, Visalia	2	Monday – Sunday: 8:00 am to 5:30 pm 8 hrs/day
HHSA Community Living Center (CLC) East Tulare Avenue Cottages (ETAC) 628 E Tulare, Visalia	1	Monday – Friday: 1:00 am – 6:00 am and 5:00 pm to 1:00 am 13hrs/day Saturday: 3:00 pm – 12:00 am 8 hours/day Sunday: 12:00 am – 12:00 am 24 hours/day
HHSA Visalia Recovery Center 822 S Santa Fe, Visalia	1	Monday – Sunday: 24 hours/day
HHSA Child Welfare Services 1055 W Henderson, Porterville	1	Monday – Friday: 8:15 am to 6:15 pm 9 hrs/day
HHSA Child Welfare Services 26500 S Mooney Blvd, Visalia	1	Monday – Friday: 7:00 am to 7:00 pm 11 hrs/day
HHSA Hillman Health Center 1062 S K Street, Tulare	1	Monday – Friday: 6:30 am to 7:30 pm 12 hrs/day
HHSA Visalia Health Care Center 2611 N Dinuba Blvd, Visalia	1	Monday – Friday: 6:30 am to 8:30 pm 13 hrs/day Saturday: 8:00 am to 1:00 pm 5 hrs/day
HHSA Tulare WORKs 1066 N Alta, Dinuba	1	Monday – Thursday: 7:00 am to 6:15 pm 11.25 hrs/day Friday: 7:00 am to 5:30 pm 10.5 hrs/day

Location	Number of Guards	Coverage Hours
HHSA Tulare WORKs 900 N Sequoia, Lindsay	1	Monday – Thursday: 7:00 am to 6:15 pm 11.25 hrs/day Friday: 7:00 am to 5:30 pm 10.5 hrs/day
HHSA Tulare WORKs 1055 W Henderson, Porterville	1	Monday – Friday: 8:00 am to 5:45 pm 9.75 hrs/day
HHSA Tulare WORKs 1845 N Dinuba Blvd, Visalia	1 1	Monday – Thursday: 7:30 to 6:15 pm 10.75 hrs/day Friday: 8:00 am to 5:15 pm 9.25 hrs/day Monday – Friday: 6:00 am to 6:00 pm 12 hrs/day
HHSA Tulare WORKs 458 E O'Neal, Tulare	1	Monday – Thursday: 7:00 am to 6:15 pm 11.25 hrs/day Friday: 7:00 am to 5:30 pm 10.5 hrs/day
HHSA Processing Center 26644 S Mooney Blvd, Suite B, Visalia	1	Monday – Thursday: 7:30 to 6:15 pm 10.75 hrs/day Friday: 8:00 am to 5:15 pm 9.25 hrs/day
HHSA Government Plaza 5957 S Mooney Blvd, Visalia	1	Monday – Thursday: 7:30 am to 5:30 pm 10 hrs/day Friday: 7:30 am to 12:30 pm 5 hrs/day
HHSA Transitional Living Center 546 E Tulare, Visalia	1	Monday – Sunday: 4:00 pm to 8:00 am 16 hrs/day
HHSA Professional Development Center 4031 W Noble, Visalia	1	Monday – Friday: 5:00 pm to 9:00 pm 4 hrs/day
HHSA Noble Plaza 4025 W. Noble, Visalia	1	Monday – Thursday: 7:00 am to 6:00 pm 11 hrs/day Friday: 8:00 am to 12:30 pm 4.5 hrs/day

SECTION 2 – DCSS*

Location	Number of Guards	Coverage Hours
DCSS Visalia 8040 W Doe Ave, Visalia	2	Monday – Friday: 6:30 am to 6:00 pm 10.5 hrs/day
DCSS Porterville 259 N Main Street, Porterville	2	Monday – Friday: 6:30 am to 6:00 pm 10.5 hrs/day

**Two (2) guards on duty at all times during business hours. Lunches and breaks will be staggered.*

SECTION 3 – Library (UNARMED GUARDS)

Location	Number of Guards	Coverage Hours
Tulare County Library Main Branch 200 W Oak, Visalia	1	Tuesday – Thursday: 9:00 am to 8:00 pm 11 hrs/day Friday: 12:00 pm to 6:00 pm 6 hrs/day Saturday: 9:00 am to 5:00 pm 8 hrs/day

SECTION 4 – Civic Center

Location	Number of Guards	Coverage Hours
County Civic Center West End Burrel Ave, East of Woodland Dr	1	Sunday – Saturday 24 hrs/day

**EXHIBIT B
PAYMENT**

HOURLY RATE/per guard	\$ 16.94
<u>Sixteen dollars and ninety four cents</u>	
Written Figure	
EXTRA WORK	\$ 16.94
<u>Sixteen dollars and ninety four cents</u>	
Written Figure	
Over time shall consist of 1.5 the hourly rate.	\$ 25.41
<u>Twenty five dollars and forty one cents</u>	
Written Figure	

Invoices shall be emailed to: *General_Services_Fiscal@co.tulare.ca.us*.

1. Invoices will include building number, address of facility and hours of service provided. Invoices shall be emailed bi-weekly and include time sheets of guards working at the facility. Invoices will be emailed no later than 30 days after service provided.
2. The County will not pay overtime if one guard is replacing another who has called in sick or with an emergency. Contractor is responsible for staffing facilities as listed in the hours of service per Exhibit A-1.
3. County does not pay sick leave.
4. The County will only pay overtime for approved holiday work or an approved emergency call out. All overtime must be approved in advance with the GSA Contract Administrator.

EXHIBIT B-1

GSA GUARD SERVICES

American Guard Services Hourly Rate \$16.94

Section 1 – HHS FACILITIES

BUILDING #	LOCATION	# GUARDS	HOURS OF SERVICE	HOURS/DAY	DAYS/WEEK	AMERICAN PRICE
325	HHS Child Welfare Services 26500 S Mooney Blvd, Visalia	1	Monday – Friday 7:00 am to 7:00 pm	12	5	\$ 1,016.40
316	HHS Processing Center 26644 S Mooney Blvd, Suite B, Visalia	1	Monday – Thursday 7:30 to 6:15 pm Friday 8:00 am to 5:15 pm	10.75 9.25	4 1	\$ 728.42 \$ 156.70
315	HHS Government Plaza 5957 S Mooney Blvd, Visalia	1	Monday – Thursday 7:30 am to 5:30 pm Friday 7:30 am to 12:30 pm	10 5	4 1	\$ 677.60 \$ 84.70
372	HHS Visalia Adult Integrated Clinic 520 E Tulare, Visalia	2	Monday – Sunday 8:00 am to 5:30 pm	9.5	7	\$ 2,253.02
372	HHS Visalia Recovery Center 822 S Santa Fe, Visalia	1	Monday – Sunday	24	7	\$ 2,845.92
396	HHS Transitional Living Center 546 E Tulare, Visalia	1	Monday – Sunday	24	7	\$ 2,845.92
394	HHS Community Living Center (CLC) East Tulare Avenue Cottages (ETAC) 628 E Tulare, Visalia	1	Monday – Friday	24	5	\$ 2,032.80
384	HHS Visalia Wellness Center 1223 S Lovers Lane, Visalia	1	Monday – Sunday 3:00 pm – 7:00 am	16	7	\$ 1,697.28
393	HHS Professional Development Center 4031 W Noble, Visalia	1	Monday – Friday 6:00 am – 6:00 pm	12	5	\$ 1,016.40
392	HHS Noble Plaza 4025 W. Noble, Visalia	1	Monday – Thursday 7:00 am to 6:00 pm Friday 8:00 am to 12:30 pm	11 4.5	4 1	\$ 745.36 \$ 76.23
377	HHS Adult Services 3330/3346/3500 W Mineral King, Visalia	1	Monday – Friday 7:00 am to 6:00 pm	11	5	\$ 931.70
312	HHS Visalia Health Care Center 2611 N Dinuba Blvd, Visalia	1	Monday – Friday 6:30 am to 8:30 pm Saturday 8:00 am to 1:00 pm	14 5	5 1	\$ 1,185.80 \$ 84.70
318	HHS Tulare WORKS 1845 N Dinuba Blvd, Visalia	1	Monday – Thursday 7:30 to 6:15 pm Friday 8:00 am to 5:15 pm	10.75 9.25	4 1	\$ 728.42 \$ 156.70
		1	Monday – Friday 6:00 am to 6:00 pm	12	5	\$ 1,016.40
425	HHS Tulare WORKS 1066 N Alta, Dinuba	1	Monday – Thursday 7:00 am to 6:15 pm Friday 7:00 am to 5:30 pm	11.25 10.5	4 1	\$ 762.30 \$ 177.87
254	HHS Hillman Health Center 1062 S K Street, Tulare	1	Monday – Friday 6:30 am to 8:30 pm Monday – Friday 8:00 am – 7:00 pm	13 9	5 5	\$ 1,101.10 \$ 762.30
253	HHS Tulare WORKS 458 E O'Neal, Tulare	1	Monday – Thursday 7:00 am to 6:15 pm Friday 7:00 am to 5:30 pm	11.25 10.5	4 1	\$ 762.30 \$ 177.87
175	HHS Tulare WORKS 900 N Sequoia, Lindsay	1	Monday – Thursday 7:00 am to 6:15 pm Friday 7:00 am to 5:30 pm	11.25 10.5	4 1	\$ 762.30 \$ 177.87
500	HHS Porterville Wellness Center 333 W. Henderson, Porterville	1	Monday – Friday 9:00 am to 7:00 pm Saturday and Sunday 11:00 am to 3:00 pm	10 4	5 2	\$ 847.00 \$ 135.52
534	HHS Child Welfare Services 1055 W Henderson, Porterville	1	Monday – Friday 8:15 am to 6:15 pm	9	5	\$ 762.30
534	HHS Tulare WORKS 1055 W Henderson, Porterville	1	Monday – Friday 6:15 am to 7:15 pm	13	5	\$ 1,101.10

WEEKLY SUB TOTAL \$ 28,010.29

SECTION 2 – DCSS FACILITIES*

BUILDING #	LOCATION	# GUARDS	HOURS OF SERVICE	HOURS/DAY	DAYS/WEEK	AMERICAN PRICE
383	DCSS Visalia* 8040 W Doe Ave, Visalia	2	Monday – Friday 6:30 am to 6:00 pm	11.5	5	\$ 1,948.10
533	DCSS Porterville* 259 N Main Street, Porterville	2	Monday – Friday 6:30 am to 6:00 pm	11.5	5	\$ 1,948.10

*Two (2) guards on duty at all times during business hours. Lunches and breaks will be staggered.

WEEKLY SUB TOTAL \$ 3,896.20

SECTION 3 – LIBRARY FACILITIES

BUILDING #	LOCATION	# GUARDS	HOURS OF SERVICE	HOURS/DAY	DAYS/WEEK	AMERICAN PRICE
364	Tulare County Library Main Branch 200 W Oak, Visalia	1	Tuesday – Thursday 9:00 am to 8:00 pm Tuesday – Thursday 11:15 am – 5:15 pm Friday 12:00 pm to 6:00 pm Saturday 9:00 am to 5:00 pm	11 6 6 8	3 3 1 1	\$ 559.02 \$ 304.92 \$ 101.64 \$ 135.52

WEEKLY SUB TOTAL \$ 1,101.10

SECTION 4 – CIVIC CENTER FACILITIES

BUILDING #	LOCATION	# GUARDS	HOURS OF SERVICE	HOURS/DAY	DAYS/WEEK	AMERICAN PRICE
SPLIT	County Civic Center South of Burrel Ave, West of Woodland Drive, Visalia	1	Sunday – Saturday	24	7	\$ 2,845.92

WEEKLY SUB TOTAL \$ 2,845.92

WEEKLY TOTAL \$ 35,854

MONTHLY TOTAL \$ 155,365

ANNUAL TOTAL \$ 1,864,383

ANNUAL EXTRA WORK CONTINGENCY (5%) \$ 93,219

GRAND TOTAL \$ 1,957,602

EXHIBIT C

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. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. 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. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General 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 including material, parts, or equipment furnished in connection with such work or operations.*
 - 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. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and 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 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.

EXHIBIT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntary excluded, as used in this clause, have the meanings set out in the Definitions and Coverage section of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded for the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment for a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:  Date: 6-21-2018

Gerald A. Greco (Printed Name & Title) AMERICAN RURAL SERVICES (Name of Agency or Company)