

**COUNTY OF TULARE  
SERVICES AGREEMENT FOR CUSTODIAL SERVICES**

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**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 **Merchants Building Maintenance, LLC**, 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 has invited proposals for the furnishing of custodial services to COUNTY facilities outside the immediate Visalia area; and,
- B.** CONTRACTOR has submitted such a proposal; and,
- C.** COUNTY and CONTRACTOR have reached agreement on all matters of negotiation with respect to COUNTY'S invitation and CONTRACTOR'S proposal and both desire to reduce the result of said negotiation to writing in the form of this Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

- 1. TERM:** This Agreement becomes effective as of **July 01, 2018** and expires at **11:59 PM on June 30, 2021**. Contract may be renewed for an additional two (2) one (1) year extensions by mutual written consent provided prices, terms and conditions remain the same, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached **Exhibits A, A-1, A-2**
- 3. PAYMENT FOR SERVICES:** See attached **Exhibits B Pricing, B-1 Schedule of Deductions**
- 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 EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input checked="" type="checkbox"/>	<b>Exhibit D</b>	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:**

GENERAL SERVICES  
Attn: Contract Administrator  
2637 W. Burrel Ave.

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrel Ave.  
Visalia, CA 93291

**TULARE COUNTY AGREEMENT NO. 281088**

**COUNTY OF TULARE**  
**SERVICES AGREEMENT FOR CUSTODIAL SERVICES**

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Visalia, CA 93291

Phone No.: 559-624-7227

Fax No.: 559-624-1022

Phone No.: 559-636-5005

Fax No.: 559- 733-6318

**CONTRACTOR:**

Merchants Building Maintenance

606 Monterey Pass Road

Monterey Park, CA 91754

Phone No.: 559 217-7400

Email: eliseo@mbmonline.com

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail 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 FOR CUSTODIAL SERVICES**

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

Date: 6/21/2018

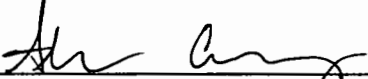
Merchants Building Maintenance

By 

Print Name Wallace E. Reid

Title Regional Vice President

Date: 6/21/2018

By 

Print Name Alicia Colkejo

Title Branch 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.]

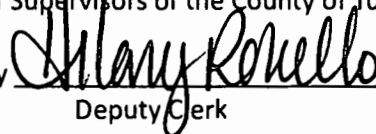
**COUNTY OF TULARE**

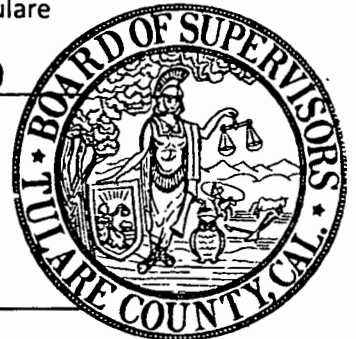
Date: 7/3/2018

By   
Chairman, Board of Supervisors

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

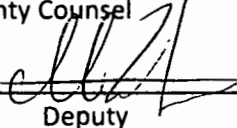
Date: 7/3/2018

By   
Deputy Clerk



Approved as to Form  
County Counsel

Date: 6/27/18

By   
Deputy

Matter # 2018875

# EXHIBIT A

## TERMS OF SERVICE

### 1. BADGES AND FINGERPRINTING

CONTRACTOR must have all employees working in COUNTY facilities finger printed and issued I.D. badges by the Tulare County Sheriff's Office within ten (10) days from the effective date of this Agreement. If CONTRACTOR fails to have all employees processed within this time limit, payment for services rendered may be withheld. Each employee will also have a background check by COUNTY. CONTRACTOR shall be responsible for all costs of fingerprinting, I.D. badges, and background checks until this Agreement ends.

CONTRACTOR and CONTRACTOR'S employees MUST display this I.D. badge at all times while working in COUNTY facilities. If CONTRACTOR or CONTRACTOR'S employees fail to display the proper identification, COUNTY may require CONTRACTOR or CONTRACTOR'S employee to leave the facility immediately. The services that have not been performed may be subject to the Schedule of Deductions.

### 2. WORKING HOURS FOR CONTRACTOR.

Unless otherwise specified, all work shall be done outside the COUNTY'S regular working hours. For those facilities which are open to the public weekends or evenings, a schedule of hours shall be provided to the CONTRACTOR. In addition, CONTRACTOR shall cause two persons to be on-site Monday through Friday from 8:00 a.m. to 5:00 p.m. at the Hillman Health Center in Tulare. These persons shall be available to perform both routine custodial as well as emergency duties, as may be required.

### 3. CONTRACTOR'S RESPONSE TIME.

CONTRACTOR must maintain a 24 hour business phone or telephone answering service for the purpose of receiving COUNTY messages in an efficient and timely manner. CONTRACTOR shall respond to all messages regarding incomplete or defective work as soon as possible, but no later than 4 hours after receiving COUNTY'S message or 12:00 noon on the same business day, whichever is later. In all instances, remedial work shall be completed no later than the start of the next business day after being notified of incomplete or defective work. **If remedial work is not satisfactorily completed by the start of the next business day or if there is a pattern of repeated necessity for remedial work, CONTRACTOR may be subject to deductions as set forth in Exhibit B-1, section 2.** In addition, if CONTRACTOR fails or refuses to perform any part of the work required by this Agreement within the response time, COUNTY may contract with an outside source or may use COUNTY personnel to perform that work, and may deduct all costs of any such work from the monthly amount due to CONTRACTOR after first deducting the appropriate amount from the Schedule of Deductions.

### 4. ITEMS TO BE PROVIDED BY CONTRACTOR.

All materials, supplies, products, tools, equipment, and transportation used in the cleaning process shall be furnished by CONTRACTOR. All products used shall be of the best quality, environmentally safe, and shall be harmless to the surfaces on which they are used. Products to be supplied by CONTRACTOR, include, but are not limited to, toilet tissue, hand towels, hand soap for the soap dispensers, floor cleaning materials, trash can liners, cleansers, toilet seat covers, dusting polish and all entry mats.

## 5. ITEMS TO BE PROVIDED BY COUNTY.

Replacement of lamps in lighting fixtures, refilling and collection of the sanitary napkin machines and cleaning diffusers for lighting fixtures shall be performed by COUNTY. Light, power, hot and cold water, as may be required for CONTRACTOR'S cleaning activities, and when possible, space for the storage of CONTRACTOR'S equipment, cleaning and custodial supplies shall be provided by COUNTY.

## 6. NOTIFICATION OF PROBLEMS BY CONTRACTOR.

CONTRACTOR shall notify COUNTY within 24 hours, upon finding any problem or broken fixture within any facility. Any problem or broken fixture that constitutes an emergency situation, which would include the potential for serious damage to persons or property, requires immediate notification by calling (559) 624-7047. If notification is not given within the time limit stated above, the Schedule of Deductions may be used to determine the deduction for failure to comply with terms of this Agreement.

## 7. QUALITY OF CONTRACTOR'S WORK.

All work shall be performed in a manner equal to and in accordance with industry standards. All work shall be performed by experienced custodians directly employed and supervised by CONTRACTOR.

## 8. INSPECTIONS AND REPORTS.

CONTRACTOR shall perform an on-site inspection of each facility twice per month. One inspection will take place before the 15<sup>th</sup> of the month and a second between the 15<sup>th</sup> and the end of the month. A Custodial Inspection Report form shall be completed by CONTRACTOR and signed by both the CONTRACTOR'S representative and the on-site facility contact person or their designee showing the condition of each facility and results of the custodial serviced provided. An overall facility rating of satisfactory or unsatisfactory will be provided for each inspection report. Inspections receiving an overall evaluation of unsatisfactory may be subject to deductions as set forth in Exhibit B-2. The original copy of the report shall be presented to COUNTY'S designated representative, one copy shall be presented to the on-site facility contact person, and CONTRACTOR shall retain one copy. CONTRACTOR shall present the inspection reports by the first of the month for inspections performed in the latter half of the previous month and by the fifteenth of the month for inspections performed in the first half of the current month. The report forms and facility numbers shall be provided by COUNTY. No payment will be made for any facility until the inspection reports have been received.

## 9. SAFETY AND PRODUCT CONTROL.

Prior to beginning work under this Agreement, CONTRACTOR shall provide COUNTY'S designated representative with a current Safety Data Sheet (SDS) binder on ALL products used by CONTRACTOR in the provision of the services required by this Agreement. In addition, CONTRACTOR shall provide all required SDS information in a binder at each closet in which such products are kept and are to be used during the course of performing work. Any and all fees which may be

required by the Tulare County Environmental Health Department relating to the storage of hazardous materials on-site shall be paid by CONTRACTOR. Such costs shall be incorporated into the monthly costs at each facility, and no additional compensation shall be allowed for such fees. CONTRACTOR shall handle chemicals provided at each site as to minimize the possibility of exposure of facility occupants to acid based or caustic based materials. Whenever possible, CONTRACTOR shall provide chemicals which are in the neutral range of the pH scale. All chemicals used shall be pre-approved by COUNTY'S designated representative. All materials which are stored in the liquid state shall be stored on shelves not higher than three (3) feet above the floor. All products stored in secondary containers shall be properly labeled as to the contents. All unused products and empty containers shall be disposed of by CONTRACTOR as required by Federal, State and local laws and regulations. CONTRACTOR shall provide COUNTY with documentation of proper disposal of all products and containers used in the performance of services under this Agreement.

#### **10. IDENTIFICATION AND LOCATION OF COUNTY FACILITIES.**

CONTRACTOR shall provide custodial services to the COUNTY facilities listed in EXHIBIT A-3, located in the four geographical areas of Tulare County. Each facility consists of all COUNTY departments utilizing space within that facility and may also include other non-County agencies utilizing space within the facility.

#### **11. EXTRA WORK.**

Custodial services not included in the Required Services and Frequency of Services as set forth in EXHIBIT A or not included in the Task Schedules above are considered to be extra work. Extra work is to be performed only after receiving authorization as provided in this paragraph. Any extra work costing less than \$1,000 is to be negotiated and approved prior to beginning the work. Request for payment for extra work is to accompany the regular monthly invoice as set forth in Paragraph 19 below. Any extra work costing more than \$1,000 but less than \$25,000 shall be performed by the CONTRACTOR upon receiving a written authorization accompanied by a Purchase Order. Any extra work costing more than \$25,000 shall be performed by a separate contract let through the COUNTY Purchasing Agent or the COUNTY Board of Supervisors.

#### **12. CONTRACTOR'S WORK SCHEDULE.**

Within fifteen (15) days of receipt of written notice that the Board of Supervisors has approved this Agreement, CONTRACTOR shall furnish COUNTY'S designated representative with a work schedule of the custodial services to be provided for each location, in conformity with the frequency schedule in Exhibit A-2. No payments shall be made until a COUNTY approved work schedule is received. Thereafter, if CONTRACTOR desires to change the work schedule, it shall be submitted to the Contract Administrator for approval no less than thirty (30) days prior to its taking effect at any facility. Facility inspections by COUNTY will be performed at random unless there is a pattern of deficiencies, in this case inspections will be more frequent. Work scheduled to be performed but not completed may be subject to deductions as set forth in Exhibit B-1, section 2.

### 13. FACILITY CHANGES.

In the event facilities are added to or deleted from the scope of work during the term of this Agreement, or in the event of changes to the Frequency Schedules (EXHIBIT A) CONTRACTOR'S work schedule and COUNTY'S payment obligations will be adjusted accordingly. COUNTY reserves the right to add or delete sites, or change the schedule of services at each site by providing CONTRACTOR with a written notice at least thirty (30) days in advance of the change.

### 14. COMMUNICATIONS FROM COUNTY EMPLOYEES.

CONTRACTOR shall instruct all employees of CONTRACTOR that they shall not respond to questions, suggestions, or instructions from COUNTY employees, other than the General Services Director or the Contract Administrator. If it is determined that CONTRACTOR has taken direction by responding to questions, suggestions or instructions from COUNTY employees, other than the General Service Director or the Contract Administrator, and that as a result, work required under this Agreement is incomplete or unsatisfactory, the Schedule of deductions shall apply. Deductions shall start on the day CONTRACTOR took direction from COUNTY employees other than the General Services Director or Contract Administrator.

### 15. COUNTY'S RIGHT TO INSPECT WORK.

General Services or Contract Administrator may make unannounced inspections at any and all times during work hours to determine if CONTRACTOR'S services comply with the terms of this Agreement. Any adverse findings shall be reported to CONTRACTOR for correction in accordance with the time limits specified in Paragraph 4 above. Inspections shall be documented utilizing the Custodial Inspection Report Form. The original copy of the report shall be presented to CONTRACTOR and COUNTY shall retain one copy. Inspections receiving an overall evaluation of unsatisfactory may be subject to deductions as set forth in Exhibit B-2.

### 16. PAYMENT FOR SERVICES.

COUNTY shall pay CONTRACTOR for services rendered as follows. CONTRACTOR shall submit an invoice no more often than monthly containing details sufficient to allow COUNTY to determine if all reported work was done in accordance with the terms of this Agreement. COUNTY shall pay CONTRACTOR within thirty (30) days following COUNTY'S approval of the amount requested. Payment shall be based on the Cost Schedule (Exhibit "A") and any applicable deductions from the Schedule of Deductions (Exhibit "B"). In accordance with Paragraph 9 above, no payment will be made for any facility until the inspection reports have been received.

### 17. DEDUCTIONS FOR UNSATISFACTORY WORK.

Work not completed in accordance with the requirements of this Agreement, or work not performed following notification by the COUNTY as discussed in Paragraph 4 above, shall be considered unsatisfactory and may be subject to a deduction in accordance with the Schedule of Deductions (Exhibit "B-1"). Where COUNTY'S inspections, conducted in accordance with Paragraph 15 above, result in an evaluation of unsatisfactory, CONTRACTOR shall be subject to a

deduction in accordance with the Schedule of Deductions (Exhibit "B-1"). Two consecutive overall ratings of unsatisfactory for a facility or a pattern of deficiencies may be considered a material breach of this Agreement and subject to remedy under Terms & Conditions.

#### **18. DEDUCTIONS AND TERMINATION FOR BREACHES OF SECURITY**

Failure of CONTRACTOR to lock exterior doors or arm alarms will be considered a breach of security. The first offense will result in liquidated damages, (per Exhibit C), for the 24 hour period the door was not locked. The second offense within a 3 month period will result in the CONTRACTOR being immediately terminated from servicing the COUNTY facility and another CONTRACTOR will be hired for the facility.

#### **19. DISPLACED JANITOR OPPORTUNITY ACT.**

Contractors and subcontractors awarded a contract will be required to follow the Displaced Janitor Opportunity Act Chapter 4.5 (commencing with Section 1060) of the Labor Code. The Act requires contractors or subcontractors awarded a contract to provide janitorial services at a particular job site or sites to retain for a period of 60 days, employees who were employed for 4 months or longer at that site by the previous contractor or subcontractor, unless the successor contractor or subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working for the previous contractor. Contractors with a question concerning the Displaced Janitor Opportunity Act should seek advice from an attorney.



# EXHIBIT A-1

## SCOPE OF WORK

### 1. CLEANING & FACILITY TERMS

As used throughout this Agreement, the following terms shall have the meanings as set forth below.

1. **CLEAN:** CLEAN shall be defined as free of dirt, dust, spots, streaks, stains, smudges, litter, gum, debris, hard water deposits, and other residue; to restore all items to their original condition.
2. **DISINFECT:** DISINFECT shall be defined as cleaning in order to destroy any harmful microorganisms by application of an approved chemical agent.
3. **TILE FLOORS:** TILE FLOORS shall consist of all ceramic and vinyl type flooring products which are glued with mastic or adhesive to the subflooring.
4. **PARTITIONS:** PARTITIONS shall consist of the barriers between the restroom stalls and walls within a facility which do not touch the ceiling.
5. **VACUUMING:** VACUUMING shall consist of the complete removal of stains, lint, dust loose soil, and debris. Vacuuming shall be accomplished along wall edges, behind doors, in corners, crevices, behind, between and under furniture which can be moved. Vacuuming shall be performed in such a manner so as to prevent marring of baseboards, furniture or equipment. Flooring which is not permanently fastened to the floor shall be lifted and the floor cleaned underneath. Spot cleaning of carpets and rugs shall be accomplished as needed to ensure carpets are free from soiled spots, stains, gum, and are bright with a uniform color and appearance.
6. **POLISHING:** POLISHING shall consist of the application of an oil based, high quality wood preservative and wiped using a soft, non-abrasive cloth, so as not to leave any residual surface polish.
7. **FIXTURES:** FIXTURES shall be defined as, toilets, urinals, toilet paper holders, hand towel dispensers, soap dispensers, sinks, floor drains, and any other items attached to the ceiling, wall and/or floor.

## 2. TASK SCHEDULES

CONTRACTOR shall provide custodial services according to task schedules defined as follows:

### TASK SCHEDULE #1

1. Gather contents of all waste containers and place contents in outside garbage containers for disposal.
2. All recyclable materials shall be placed in the appropriate containers.
3. Clean and disinfect all waste containers.
4. Properly arrange furniture in offices and public lobbies.
5. Clean exterior and interior entrance doors and all glass.
6. Clean all partition glass.
7. Clean interior and exterior of all glass in public waiting and reception areas.
8. Clean and disinfect all restroom fixtures and chrome fittings.
9. Clean and disinfect and refill all restroom dispensers.
10. Wet mop and disinfect all restroom floors.
11. Spot clean restroom walls.
12. Clean walls, and partitions.
13. Clean and polish woodwork.
14. Clean all interior glass and mirrors.
15. Clean and disinfect all drinking fountains.
16. Spot clean and disinfect reception and waiting room chairs.
17. Dust mop and spot clean all tiles floors.
18. Vacuum and spot clean all carpeted areas.
19. Dust desks, chairs, tables and all other office furniture and clean as needed. This does not include personal desks, or personal cubicle furniture.
20. Dust all ledges, partitions and flat surfaces within reach and clean as needed.
21. Dust all counters, file cabinets and telephones and clean as needed.
22. Sweep all entrance ways, (exterior) and haul all debris to outside garbage containers.
23. Sweep front sidewalks leading to the street.
24. Sweep front sidewalks adjacent to the facility if there is no sidewalk leading to the street.

### TASK SCHEDULE #2

1. Clean all tile floors by damp mopping.
2. Clean all concrete floors by damp mopping.
3. Clean all entrance mats, both interior and exterior.
4. Thoroughly clean all reception and waiting room chairs.

### TASK SCHEDULE #3

1. Clean and dust high partitions and moldings.
2. Clean all air grills.
3. Clean all blinds.
4. Clean and disinfect restroom walls, partitions and doors.

#### TASK SCHEDULE #3A

1. Clean all carpeted areas that experience heavy traffic using an extraction machine with a suction of 110" inches of water lift or greater. CONTRACTOR shall provide COUNTY with specifications indicating the equipment meets or exceeds this requirement. Areas that shall be included, but not limited to, are: halls, corridors, lobbies, meeting rooms, break rooms, and interview rooms. This includes the play rugs in the WIC offices.

#### TASK SCHEDULE #4

1. Clean all tile floors that experience heavy traffic; damp mop and wax. High speed buff using a high speed buffing machine at a setting of 2000 rpm or greater. Areas that shall be included, but not limited to, are: halls, corridors, lobbies, meeting rooms, break rooms, and interview rooms.
2. Remove all cobwebs inside the facility and in all exterior entrance ways.
3. Pressure wash all entrance way to sidewalks all facilities not in shopping centers.
4. Pressure wash patios.
5. Clean all base boards.
6. Clean all cloth partitions.

#### TASK SCHEDULE #5

1. Clean the interior and exterior of all windows, ledges, and clean all screens.

#### TASK SCHEDULE #6

1. Clean all tile floors; damp mop and wax. High speed buff using a high speed buffing machine at a setting of 2000 rpm or greater.
2. Clean all carpeted areas using an extraction machine with a suction of 110" inches of water lift or greater. CONTRACTOR shall provide COUNTY with specifications indicating the equipment meets or exceeds this requirement. Facilities that are open 24 hours a day shall require the carpeting to be almost dry upon completion of the work.

#### TASK SCHEDULE #7

1. Clean all interior light fixtures/light fixture lenses except as identified in this agreement.
2. Strip and wax all tile floors. High speed buff using a high speed buffing machine at a setting of 2000 rpm or greater.

#### TASK SCHEDULE FOR GOVERNMENT PLAZA AND THE CIVIC CENTER WINDOWS

Clean all exterior windows and de-web exteriors of listed buildings.

### 3. FREQUENCY DEFINITIONS

CONTRACTOR shall provide the custodial services required in the task schedules at each facility in compliance with the frequency schedules set forth in EXHIBIT D. For purposes of the frequency schedules and CONTRACTOR'S work schedule, the following frequency definitions shall be used:

- A. Work performed **Daily (D)**: shall mean once a day, Monday, Tuesday, Wednesday, Thursday, and Friday.
- B. Work performed on **Alternate Days (AD)**: shall mean once a day, Monday, Wednesday and Friday.
- C. Work performed **Twice Weekly (TW)**: shall mean once a day, Wednesday and Friday.
- D. Work Performed **Weekly (W)**: CONTRACTOR shall indicate on the work schedule provided to COUNTY the day of the week the work is to be completed. e.g. Thursday.
- E. Work Performed **Semi-Monthly (twice a month) (SM)**: CONTRACTOR shall indicate on the work schedule provided to COUNTY the day of the week as well as the week of the month, the work is to be completed; e.g., the first and third Tuesday of the month.
- F. Work performed **Every Three Weeks (TR)**: CONTRACTOR shall indicate on the work schedule provided to COUNTY the day of the week as well as the month the work is to be completed; e.g. First Monday of January, May, September; second Monday of February, June, October, etc.
- G. Work performed **Monthly (M)**: CONTRACTOR shall indicate on the work schedule provided to COUNTY the day of the week as well as the week of the month, the work is to be completed; e.g. the third Wednesday of the month.
- H. Work performed **Bi-monthly (every 2 months) (BM)**: CONTRACTOR shall indicate on the work schedule provided to COUNTY the months and day of each month the work is to be completed; e.g. the second Monday of February, April, June, August, October, and December.
- I. Work performed **Quarterly (Q)**: CONTRACTOR shall indicate on the work schedule provided to COUNTY, the day of the week, the week of the month and the months the work is to be completed; e.g. the third Friday of January, April, July and October. All carpeted areas shall be cleaned between Friday at 6:00 p.m. and Saturday at 12:00 PM (noon).
- J. Work Performed **Every Four Months (E4)**: CONTRACTOR shall indicate on the work schedule provided to COUNTY the day of the week, the week of the month, and the months the work is to be completed: e.g. the second Tuesday of July, November, and March.

EXHIBIT A-2

Frequency Schedule											
AREA 1											
COMMUNITY	FACILITY	D	AD	TW	W	SM	TR	M	BM	Q	EA
DINUBA	LIBRARY	1*			2	3		3A,4	5	6	
DINUBA	DPSS	1		2		3	3A,4		5	6	7
DINUBA	WIC	1		2		3	3A, 4		5	6	7
DINUBA	AG		1	2				3A, 4	5	6	7
LONDON	LIBRARY				1, 2	3		4	5	6	
IVANHOE	LIBRARY			1		2		3, 4	5	6	7
OROSI	SUBSTATION	1			2	3		3A, 4	5	6	7
OROSI	LIBRARY				1	2		3A, 4	5	6	7
WOODLAKE	AG			1		2		3A, 4	5	6	7
*LIBRARIES TO BE CLEANED TUESDAY THROUGH FRIDAY DUE TO CLOSED ON MONDAY											
AREA 2											
COMMUNITY	FACILITY	D	AD	TW	W	SM	TR	M	BM	Q	EA
EXETER	LIBRARY	1*		2				3, 3A, 4	5	6	
FARMERSVILLE	LIBRARY				1, 2	3		4	5	6	
FARMERSVILLE	WIC	1			2	3	3A	4	5	6	
FARMERSVILLE	HEALTH	1		2		3	3A, 4		5	6	7
FARMERSVILLE	HSA	1		2		3	3A, 4		5	6	
LINDSAY	DPSS	1			2	3		3A, 4	5	6	7
LINDSAY	WIC	1			2	3		3A, 4	5	6	
LINDSAY	LIBRARY	1*		2		3		3A, 4	5	6	
STRATHMORE	LIBRARY			1		2, 3		3A, 4	5	6	
THREE RIVERS	LIBRARY			1		2, 3		3A, 4	5	6	

AREA 3											
COMMUNTY	FACILITY	D	AD	TW	W	SM	TR	M	BM	Q	EA
ALPAUGH	LIBRARY				1			3, 3A, 4	5	6	
EARLIMART	LIBRARY			1	2			3, 3A, 4	5	6	
EARLIMART	WIC	1			2	3		3A, 4	5	6	7
TIPTON	LIBRARY			1	2			3, 3A, 4	5	6	
PIXLEY	LIBRARY				1			3, 3A, 4	5	6	
TULARE	DPSS/WIC	1			2	3	3A	4	5	6	7
TULARE	HILLMAN ANNEX	1			2	3	3A	4	5	6	7
TULARE	MORGUE	1			2			3, 3A, 4	5	6	7
TULARE	HILLMAN LAB	1	2		3			4	5	6	7
TULARE	ENV TRAILER	1			2			4	5	6	
TULARE	AG/CO OP***	1			2	3		3A, 4	5	6	7
TULARE	SHERIFF	1			2			3, 3A, 4	5	6	7
*** Note: Facility requires a separate inspection and report for each Department within the facility for each inspection											
** Note: includes Saturday service											
AREA 4											
COMMUNTY	FACILITY	D	AD	TW	W	SM	TR	M	BM	Q	EA
PORTERVILLE	DCSS	1			2	3	3A	4	5	6	7
PORTERVILLE	DIST ATTORNEY	1			2	3	3A	4	5	6	7
PORTERVILLE	PUB DEFENDER	1			2	3	3A	4	5	6	7
PORTERVILLE	BUILD/AG		1		2			3, 4		5, 6	
PORTERVILLE	ONE-STOP	1			2	3	3A	4	5	6	7
PORTERVILLE	WELLNESS	1			2	3	3A	4	5	6	7
SPRINGVILLE	LIBRARY				1, 2	3		4	5	6	
VISALIA	HEALTH CLINIC**	1	2			3	3A	4	5	6	7

**COST SCHEDULE**  
**(Exhibit B)**

**AREA 1**

<b><u>COMMUNITY</u></b>	<b><u>FACILITY/DEPT</u></b>	<b><u>AMOUNT PER MONTH</u></b>
DINUBA	LIBRARY	\$ 884.00
DINUBA	DPSS	\$ 2,917.00
DINUBA	WIC	\$ 646.00
DINUBA	AG	\$ 383.00
LONDON	LIBRARY	\$ 295.00
IVANHOE	LIBRARY	\$ 351.00
OROSI	SHERIFF SUB	\$ 1,075.00
OROSI	LIBRARY	\$ 295.00
WOODLAKE	AG	\$ 284.00

AREA 1: TOTAL AMOUNT DUE PER MONTH \$ 7,130.00

(in words) Seven thousand, one hundred thirty dollars and no cents.

**AREA 2**

<b><u>COMMUNITY</u></b>	<b><u>FACILITY/DEPT</u></b>	<b><u>AMOUNT PER MONTH</u></b>
EXETER	LIBRARY	\$ 635.00
FARMERSVILLE	LIBRARY	\$ 177.00
FARMERSVILLE	WIC	\$ 480.00
FARMERSVILLE	HEALTH	\$ 1,023.00
FARMERSVILLE	HHSA	\$ 1,249.00**
LINDSAY	DPSS	\$ 2,332.00
LINDSAY	WIC	\$ 506.00
LINDSAY	LIBRARY	\$ 635.00
STRATHMORE	LIBRARY	\$ 319.00
THREE RIVERS	LIBRARY	\$ 538.00

\*\* Pending occupancy

AREA 2: TOTAL AMOUNT DUE PER MONTH \$ 7,894.00

(in words) Seven thousand, eight hundred ninety four dollars and no cents

**AREA 3**

<b><u>COMMUNITY</u></b>	<b><u>FACILITY/DEPT</u></b>	<b><u>AMOUNT PER MONTH</u></b>
ALPAUGH	LIBRARY	\$ 266.00
EARLIMART	LIBRARY	\$ 285.00
EARLIMART	WIC	\$ 587.00
TIPTON	LIBRARY	\$ 284.00
PIXLEY	LIBRARY	\$ 177.00
TULARE	WIC	\$ 983.00
TULARE	DPSS	\$ 2,539.00
TULARE	HILLMAN ANNEX	\$ 999.00
TULARE	MORGUE	\$ 513.00
TULARE	HILLMAN	\$ 3,223.00
TULARE	HILLMAN LAB	****
TULARE	HILLMAN DAY STAFF (2)**	\$ 5,508.00
TULARE	ENV QUALITY TRAILER	\$ 96.00
TULARE	SHERIFF EVIDENCE	\$ 707.00
TULARE	AG FACILITY	\$ 3,459.00

\*\*Includes two full time day staff personnel

\*\*\*\* Cost included with the cost of the day staff

AREA 3: TOTAL AMOUNT DUE PER MONTH \$ 19,626.00

(in words) Nineteen thousand, six hundred, twenty six dollars and no cents.

**AREA 4**

<b><u>COMMUNITY</u></b>	<b><u>FACILITY/DEPT</u></b>	<b><u>AMOUNT PER MONTH</u></b>
PORTERVILLE	DCSS	\$ 1,740.00
PORTERVILLE	AG	\$ 240.00
PORTERVILLE	BUILDING INSP	\$ 240.00
PORTERVILLE	GOV SERVICES ONE STOP	\$ 8,710.00
PORTERVILLE	DISTRICT ATTN	\$ 1,457.00
PORTERVILLE	PUBLIC DEFENDER	\$ 1,173.00
PORTERVILLE	WELLNESS CENTER	\$ 1,173.00
SPRINGVILLE	LIBRARY	\$ 150.00

AREA 4: TOTAL AMOUNT DUE PER MONTH \$14,883.00

(in words) Fourteen thousand, eight hundred, eighty three dollars and no cents



**WINDOW WASHING AND DEWEBBING (twice yearly)**

VISALIA	COURTHOUSE WINDOWS	\$ 6,524.00
VISALIA	GOVERNMENT PLAZA WINDOWS	\$ 2,158.00
WINDOW WASHING YEARLY TOTAL AMOUNT		\$ 17,364.00

(in words) Seventeen thousand, three hundred and sixty four dollars and no cents

**SPECIAL ARRANGEMENT**

VISALIA	HEALTH CLINIC Includes day staff	\$ 4,110.00
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TOTAL AMOUNT DUE PER MONTH

(in words) Four thousand, one hundred and ten dollars and no cents.

**COST SCHEDULE**  
**(Exhibit B - 1)**

SCHEDULE OF DEDUCTIONS per day

AREA 1

<b>COMMUNITY</b>	<b>FACILITY/DEPARTMENT</b>	<b>TOTAL PER MO</b>	<b>DEDUCTION</b>
DINUBA	LIBRARY	884.00	\$40.18
DINUBA	DPSS	2,917.00	\$132.59
DINUBA	WIC	646.00	\$29.36
DINUBA	AG	383.00	\$17.41
LONDON	LIBRARY	295.00	\$13.41
IVANHOE	LIBRARY	351.00	\$15.95
OROSI	SHERIFF SUB	1,075.00	\$48.86
OROSI	LIBRARY	295.00	\$13.41
WOODLAKE	AG	284.00	\$12.91

AREA 2

<b>COMMUNITY</b>	<b>FACILITY/DEPARTMENT</b>	<b>TOTAL PER MO</b>	<b>DEDUCTION</b>
EXETER	LIBRARY	635.00	\$28.86
FARMERSVILLE	LIBRARY	177.00	\$8.05
FARMERSVILLE	WIC	480.00	\$21.82
FARMERSVILLE	HEALTH	1,023.00	\$46.50
FARMERSVILLE	HHSA	1,249.00	\$56.77
LINDSAY	DPSS	2,332.00	\$106.00
LINDSAY	WIC	506.00	\$23.00
LINDSAY	LIBRARY	635.00	\$28.86
STRATHMORE	LIBRARY	319.00	\$14.50
THREE RIVERS	LIBRARY	538.00	\$24.45

AREA 3

COMMUNITY	FACILITY/DEPARTMENT	TOTAL PER MO	DEDUCTION
ALPAUGH	LIBRARY	\$266.00	\$12.09
EARLIMART	LIBRARY	\$285.00	\$12.95
EARLIMART	WIC	\$587.00	\$26.68
TIPTON	LIBRARY	\$284.00	\$12.91
PIXLEY	LIBRARY	\$177.00	\$8.05
TULARE	WIC	\$983.00	\$44.68
TULARE	DPSS	\$2,539.00	\$115.41
TULARE	HILLMAN ANNEX	\$999.00	\$45.41
TULARE	MORGUE	\$513.00	\$23.32
TULARE	HILLMAN	\$3,223.00	\$146.50
TULARE	HILLMAN LAB	\$5,508.00	\$250.36
TULARE	ENV QUALITY TRAILER	\$96.00	\$4.36
TULARE	SHERIFF EVIDENCE	\$707.00	\$32.14
TULARE	AG FACILITY	\$3,459.00	\$157.23

AREA 4

COMMUNITY	FACILITY/DEPARTMENT	TOTAL PER MO	DEDUCTION
PORTERVILLE	DCSS	\$1,740.00	\$79.09
PORTERVILLE	AG/BUILDING INSP	\$480.00	\$21.82
PORTERVILLE	GOV SERVICES ONE STOP	\$8,710.00	\$395.91
PORTERVILLE	DISTRICT ATTN	\$1,457.00	\$66.23
PORTERVILLE	PUBLIC DEFENDER	\$1,173.00	\$53.32
PORTERVILLE	WELLNESS CENTER	\$1,173.00	\$53.32
SPRINGVILLE	LIBRARY	\$150.00	\$6.82
VISALIA	HEALTH CLINIC	4,110.00	\$186.82

## 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107  www.boltonco.com                      0008309		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (626) 799-7000 <b>FAX (A/C, No):</b> (626) 583-2117 <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> Merchants Building Maintenance LLC 1190 Monterey Pass Road Monterey Park CA 91754		<b>INSURER A:</b> Nationwide Mutual Insurance Company (A+XV)                      23787 <b>INSURER B:</b> Safety National Casualty Corporation (A+ XIV)                      15105 <b>INSURER C:</b> Federal Insurance Company (A++XV)                      20281 <b>INSURER D:</b> AMCO Insurance Company (A+XV)                      19100 <b>INSURER E:</b> Employers Insurance Company of Wausau (A XV)                      21458 <b>INSURER F:</b> Great American Insurance Company                      16691	

**COVERAGES**

CERTIFICATE NUMBER: 42766440

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
A	<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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER.			ACP3008735298	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 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			ACP3008735298	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$ 0			ACP3008735298	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N    N/A			SP4054972 Excess WC (CA) WCCZ99460659058 (AOS)	6/1/2018 1/1/2018	6/1/2019 1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A F	Fidelity/3rd Party Crime Rented Equipment Excess Liability - Occurrence			81585028 ACP3008735298 TUE257195100	6/1/2018 6/1/2018 6/1/2018	6/1/2019 6/1/2019 6/1/2019	Limit \$1 MIL/Ded. \$25,000 Limit: \$40,000/item; Ded. \$2,500 \$8,000,000 Excess of \$2,000,000 Umbrella

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

Workers Comp is Self-Insured under California Certificate of Consent to Self Insure #1793 for California operations. -  
 GL & Auto Additional Insured applies per CG72461115, CG72461216 & AC70060316 attached, only if required by written contract/agreement. GL Primary Non-Contributory Wording apply per CG74721216 & attached. XSWC Waiver of Subrogation applies per XWC0456090908,  
 Additional Insured(s): The County of Tulare, its officers, agents, officials, employees and volunteers  
 Re: Operations of the Named Insured

**CERTIFICATE HOLDER****CANCELLATION**

County of Tulare 363 N K St Tulare CA 93274	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  Cheryl Feia
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**COMMERCIAL AUTO  
AC 70 06 03 16**

**A. EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

**B. NEWLY ACQUIRED OR FORMED ENTITIES**

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is later.

**C. EMPLOYEES AS INSURED – NONOWNED AUTOS**

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

- d. 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.

**D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

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

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

**E. SUPPLEMENTARY PAYMENTS – BAIL BONDS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (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.

**F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

**G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS FOR OTHER  
PARTIES WHEN REQUIRED IN WRITTEN  
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Section II – Who Is An Insured** is amended to include as an additional insured:

**Ongoing Operations**

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured for ongoing operations ends when your operations for the person or organization described in Paragraph 1. above are completed.

With respect to insurance afforded to these additional insureds for ongoing operations, this insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including material, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. that operation of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- B. Section II – Who Is An Insured** is amended to include as an additional insured:

**Products–Completed Operations**

Any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for such person or organization and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- C.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering



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of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1. or Paragraph B.; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. With respect to the insurance afforded to these additional insureds, the following is added to **Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**All terms and conditions of this policy apply unless modified by this endorsement.**

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- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds **a. – d.** described above the following is added to the **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds **a. – d.** described above:

- 1. Only applies to the extent permitted by law; and
  - 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 3. Primary and Noncontributory – Other Insurance Conditions**

The following is added to the **Other Insurance** Condition and supersedes any provisions to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**I. Employee Bodily Injury To Another Employee**

Under **Section II – Who Is An Insured** The following is added to Paragraph 2.a.(1):

Paragraphs 2.a.(1)(a), (b), and (c) do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

**J. Broad Form Named Insured**

Under **Section II – Who Is An Insured** The following is added to Paragraph 2.:

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

**K. Aggregate Limit Per Location**

Under **Section III – Limits Of Insurance** the following is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway, or railroad right-of-way.

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This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

**E. Damage To Premises Rented To You**

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** of is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under **Section III – Limits Of Insurance**, Paragraph 6 is replaced with:

6. 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 in the case of damage by fire, lightning, explosion, smoke, or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

- 3 Under **Section IV – Commercial General Liability Conditions**, **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke, or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

**F. Supplementary Payments**

Under **Section I – Coverages, Supplementary Payments – Coverages A and B** Paragraphs **1.b** and **1.d.** are replaced with:

- 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.

- 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.

**G. Newly Formed And Acquired Organizations**

Under **SECTION II – WHO IS AN INSURED** Paragraph **3.a.** is replaced with:

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You**

**Section II – Who Is An Insured** is amended to include:

1. Any person(s) or organization(s) described in Paragraph **2. a. – d.** below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

- a. **Lessors of Leased Equipment** – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- b. **Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

**c. State or Political Subdivision – Permits Relating to Premises** – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

**d. Owners, Lessees, or Contractors** – with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:

- (1) Your acts or omissions; or

- (2) The acts or omissions of those acting on your behalf; in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:
  - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering or surveying services.
- (2) "Bodily injury" or "property damage" occurring after:
  - (a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds a. – d. described above the following is added to the **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds a. – d. described above:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**3. Primary and Noncontributory – Other Insurance Conditions**

The following is added to the **Other Insurance** Condition and supersedes any provisions to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**I. Employee Bodily Injury To Another Employee**

Under **Section II – Who Is An Insured** The following is added to Paragraph 2.a.(1):

Paragraphs 2.a.(1)(a), (b), and (c) do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

**J. Broad Form Named Insured**

Under **Section II – Who Is An Insured** The following is added to Paragraph 2.:

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

**K. Aggregate Limit Per Location**

Under **Section III – Limits Of Insurance** the following is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway, or railroad right-of-way.

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ENDORSEMENT  
BLANKET WAIVER OF SUBROGATION

Effective 12:01 A.M., Local Time June 1, 2018

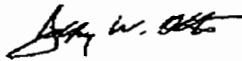
In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language

The CORPORATION has the right to pursue subrogation recoveries from anyone liable for an injury covered by this Agreement. The CORPORATION will not enforce its right against any person or organization for whom the EMPLOYER performs work under a written contract that requires the EMPLOYER to obtain this agreement from the CORPORATION.

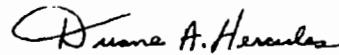
All other terms, conditions, agreements and stipulations remain unchanged.

Attach to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No **SP4054972** issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to MERCHANTS BUILDING MAINTENANCE COMPANY, ET AL, dated June 1, 2018.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary

  
President

# 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: 06/25/2018

Alicia Cornejo - Branch Manager Merchants Building Maintenance  
(Printed Name & Title) (Name of Agency or Company)