

**FIRST AMENDMENT TO AGREEMENT BETWEEN COUNTY OF TULARE AND
ABM INDUSTRIES**

This Amendment to Agreement 24777 is entered into as of January 1, 2014, between the County of Tulare, ("Agency"), and ABM Industries ("Contractor") with reference to the following:

- A. The Parties entered into Tulare County Agreement No. 24777 on December 1, 2010 ("Original Agreement"), pertaining to furnishing of custodial services to county facilities outside the immediate Visalia area;
- B. On December 31, 2013, the three year contract will expire; and
- C. The parties now desire to renew the agreement for one year to December 31, 2014, as provided in the Request For Proposal # 11-001.

ACCORDINGLY IT IS AGREED as follows:

- 1. Exhibit A-1 (Cost Schedule) to the Original Agreement is replaced by the Amended Cost Schedule attached as Exhibit A-1 to this First Amendment to the Original Agreement.
- 2. Paragraph 40 entitled "TERM" of the Original Agreement is amended to read as follows:

This Agreement shall become effective on January 1, 2014, and shall expire on December 31, 2014, unless otherwise terminated in accordance with the provisions of Paragraph 26.
- 3. Except as provided in page 1 of this First Amendment to the Original Agreement, all other terms and conditions of the Original Agreement shall remain in full force and effect.

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

ABM INDUSTRIES

Date _____ By _____

Title _____

Date _____ By _____

Title _____

COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

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

By _____
Deputy Clerk

Approved as to form: County Counsel

By _____

AMENDED COST SCHEDULE

(Exhibit "A - 1")

AREA 1

<u>COMMUNITY</u>	<u>FACILITY/DEPT</u>	<u>AMOUNT PER MONTH</u>
DINUBA	LIBRARY	<u>\$ 690.00</u>
DINUBA	PSS	<u>\$ 2,200.00</u>
DINUBA	HEALTH ANNEX	<u>\$ N/A</u>
DINUBA	WIC	<u>\$ 560.00</u>
DINUBA	AG	<u>\$ 300.00</u>
IVANHOE	LIBRARY	<u>\$ 275.00</u>
OROSI	SHERIFF SUB	<u>\$ 840.00</u>
OROSI	LIBRARY	<u>\$ 230.00</u>
TRAVER	SHERIFF SUB	<u>\$ N/A</u>
WOODLAKE	AG	<u>\$ 240.00</u>
WOODLAKE	WIC	<u>\$ 270.00</u>

AREA 1: TOTAL AMOUNT DUE PER MONTH

\$ 5,605.00

(In Words) FIVE THOUSAND, SIX HUNDRED AND FIVE DOLLARS AND NO CENTS

INITIALS

County _____

Contractor _____

(Exhibit "A - 1")

AMENDED COST SCHEDULE

(Exhibit "A - 1")

AREA 2

<u>COMMUNITY</u>	<u>FACILITY/DEPT</u>	<u>AMOUNT PER MONTH</u>
EXETER	LIBRARY	\$ 460.00
FARMERSVILLE	WIC	\$ 375.00
FARMERSVILLE	FIRE/EOC	\$ N/A
FARMERSVILLE	HEALTH	\$ 800.00
LINDSAY	LIBRARY	\$ 495.00
LINDSAY	PSS	\$ 2,200.00
LINDSAY	HEALTH	\$ N/A
LINDSAY	WIC	\$ 375.00
LINDSAY	AG	\$ N/A
STRATHMORE	LIBRARY	\$ 250.00
THREE RIVERS	LIBRARY	\$ 420.00

AREA 2: TOTAL AMOUNT DUE PER MONTH

\$ 5,375.00

(In Words) FIVE THOUSAND, THREE HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS

INITIALS

County _____

Contractor _____

(Exhibit "A - 1")

AMENDED COST SCHEDULE

(Exhibit "A - 1")

AREA 3

<u>COMMUNITY</u>	<u>FACILITY/DEPT</u>	<u>AMOUNT PER MONTH</u>
EARLIMART	LIBRARY	\$ 215.00
EARLIMART	WIC	\$ 470.00
TIPTON	LIBRARY	\$ 215.00
TULARE	WIC/DENTAL CLINIC	\$ 768.00
TULARE	TULARE WORKS/PSS	\$ 1,982.00
TULARE	HILLMAN ANNEX	\$ 780.00
TULARE	MORGUE/CRIME LAB	\$ 400.00
TULARE	HILLMAN HLTH	\$ 2,700.00
TULARE	HILLMAN LAB ****	
TULARE	HILLMAN DAY STAFF (2) **	\$ 4,300.00
TULARE	ENV QUALITY TRAILER	\$ 75.00
TULARE	CWS	\$ 1,100.00
TULARE	AG FACILITY	\$ 2,700.00
VISALIA	HHSA HEALTH	\$ 3,360.00
TULARE	SCHOOL	\$ 1,600.00
TULARE	PEDIATRICS CLINIC	\$ 900.00

** Includes two full time day staff personnel

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

AREA 3: TOTAL AMOUNT DUE PER MONTH

\$ 21,565.00

(In Words) TWENTY ONE THOUSAND, FIVE HUNDRED SIXTY FIVE DOLLARS
AND NO CENTS

INITIALS

County _____

Contractor _____

(Exhibit "A - 1")

AMENDED COST SCHEDULE

(Exhibit "A - 1")

AREA 4

<u>COMMUNITY</u>	<u>FACILITY/DEPT</u>	<u>AMOUNT PER MONTH</u>
PORTERVILLE	FAMILY SERVICES	<u>\$ 1,360.00</u>
PORTERVILLE	DA, PUB DEF, BAILIFFS	<u>\$ 800.00</u>
PORTERVILLE	MULTI-OFFICE (AG)	<u>\$ 375.00</u>
PORTERVILLE	GOVERNMENT SERVICES	<u>\$ 6,700.00</u>
	(ONE-STOP)	
PORTERVILLE	633 N. WESTWOOD	<u>\$ 798.00</u>
PORTERVILLE	643 N. WESTWOOD	<u>\$ 1,229.00</u>
	CWS CARPET CLEANING	

AREA 4: TOTAL AMOUNT DUE PER MONTH

\$ 11,262.00

(In Words) ELEVEN THOUSAND, TWO HUNDRED SIXTY-TWO DOLLARS AND
NO CENTS

INITIALS

County _____

Contractor _____



AB679877

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2013

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

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

PRODUCER Commercial Lines - (415) 541-7900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 45 Fremont Street, Suite 800 San Francisco, CA 94105-2259	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):																					
INSURED ABM Services, Inc. an ABM Industries Incorporated Company 1775 The Exchange SE, Suite 600 Atlanta, GA 30339	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td>ACE Property and Casualty Ins. Co.</td><td>20699</td></tr><tr><td>INSURER C:</td><td>Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:	ACE Property and Casualty Ins. Co.	20699	INSURER C:	Hartford Fire Insurance Company	19682	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 6785949**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SIR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		XSLG27327497	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ISAH08814910	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		XOOG27322554	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WCUC47327271 CA - \$1,000,000 SIR OH WA OR IL MI - \$500,000 S	11/01/2013	11/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	Employee Dishonesty/Fidelity		FA024632813	11/01/2013	11/01/2014	\$2,000,000 Each Occurrence

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

Branch 1703

Re: All operations performed for the Certificate holder by the named insured.

County of Tulare is included as additional insured as respects general liability as required by written contract.

Waiver of subrogation applies in favor of additional insured as respects workers' compensation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**County of Tulare
5963 South Mooney Blvd.
Tulare CA 93277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

006595

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ACORD 25 (2010/05)



CYB01A26M032026M02M010M0M0

Certificate of Insurance (Con't)**OTHER Coverage**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
A	Garage Keepers Legal Liability			ISAH08814910	11/01/2013	11/01/2014	\$3,000,000 Limit

Certificate of Insurance-Con't



**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured ABM Industries Incorporated			Endorsement Number 1
Policy Symbol ISA	Policy Number H08814910	Policy Period 11/01/2013 TO 11/01/2014	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative



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

Named Insured ABM Industries Incorporated			Endorsement Number 6
Policy Symbol XSL	Policy Number G27327497	Policy Period 11/01/2013 to 11/01/2014	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of this information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies Insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:

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.


Authorized Representative



**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

Named Insured ABM Industries Incorporated			Endorsement Number 7
Policy Symbol XSL	Policy Number G27327497	Policy Period 11/01/2013 to 11/01/2014	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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



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

*ငယ်ရွေးချယ်မှုအစီအစဉ်အောက်တွင်

RECOVERY FROM OTHERS

Named Insured ABM Industries Incorporated			Endorsement Number 2
Policy Symbol WCU	Policy Number C47327271	Policy Period 11/01/2013 to 11/01/2014	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Specific Excess Workers Compensation and Employer's Liability Policy

Solely with respect to a written contract with the organization named in the Schedule below, the final paragraph of I. Recovery From Others in PART SIX - CONDITIONS is deleted and replaced with the following:

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss and only for the organization named in the Schedule below.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss

This endorsement does not apply to policies in Missouri where the employer is in the construction group of classifications.



Authorized Representative

