

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated _____ and is between AAA Quality Services, Inc., a California corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. The County of Fresno, through its Department of Public Works and Planning and Sheriff-Coroner, has identified an ongoing need for the rental, cleaning, and maintenance of portable sanitary units across multiple locations county-wide to support public infrastructure, special events, emergencies, and construction activities.

B. The County requires a qualified vendor ("Contractor") to provide comprehensive services for portable sanitary units, including delivery, cleaning, maintenance, repairs, and removal, in accordance with applicable standards and regulations, to ensure optimal functionality and compliance with federal and state accessibility requirements.

C. The County issued Request for Quotation No. 25-059 for Chemical Toilet Rental and Services on February 27, 2025 and closed on March 25, 2025. The Contractor's bid response satisfied the requirements of the Department.

D. The Contractor is qualified and agrees to provide scalable, responsive services to meet the varying needs and service locations throughout the County, including but not limited to public works projects, special events, parks, disposal sites, and facilities managed by the County of Fresno. Services shall include the supply and servicing of portable units at various specified locations, with specific unit types, usage frequencies, and maintenance schedules as outlined in Exhibit A. Additional service locations may be added on an as-needed basis.

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Services."

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2

County's Responsibilities

2.1 The County shall provide the Contractor with a schedule of required services, including cleaning, maintenance, delivery, relocation, and removal of portable sanitary units, at least 24 hours in advance for regular requests and 72 hours in advance for special events or short-term rentals.

(A) Service Requests and Scheduling - The County's designated representative from each participating department will provide the Contractor with detailed service requests, including the type and number of units required, delivery locations, and the desired timeline for service completion.

(B) Approval of Additional Services - The County will evaluate and approve any requests for additional services, such as high-usage cleaning or relocation of units, prior to implementation.

(C) Communication of Special Event Needs - The County will communicate specific requirements for special events or short-term rentals, providing at least 72 hours' notice and ensuring clear instructions are conveyed to the Contractor.

(D) Accessibility and Site Preparation - The County will ensure that all designated service locations are accessible to the Contractor's vehicles and equipment, including maintaining roadways and clearing obstacles where necessary.

(E) Documentation and Monitoring - The County will review and retain service logs, verifying that all services are performed as specified in the Agreement and using this documentation for billing purposes.

(F) Coordination with Contractor - The County's designated representative from each participating department will maintain ongoing communication with the Contractor to address any changes in schedules, locations, or service requirements promptly and efficiently.

(G) Unit Condition - The County will assume responsibility for damages to or loss of the equipment, except for reasonable wear and tear.

Article 3

Compensation, Invoices, and Payments

3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for the performance of its services under this Agreement as described in Exhibit B to this Agreement, titled "Compensation."

3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor under this Agreement is one hundred thousand dollars (\$100,000) for Year 1, one hundred five thousand dollars (\$105,000) for Year 2, one hundred ten thousand two hundred fifty dollars (\$110,250) for Year 3, commencing as of the effective date, for a total of three hundred fifteen thousand two hundred fifty dollars (\$315,250) for the initial term of the Agreement; one hundred fifteen thousand seven hundred sixty-three dollars (\$115,763) for the first optional extension period, one hundred twenty-one thousand five hundred fifty-one dollars (\$121,551) for the second optional extension period, for a total of five hundred fifty-two thousand five hundred sixty-four dollars (\$552,564) for the entire term of the Agreement. Each annual amount includes a 5% increase. Any remaining annual compensation amount not expended in a given year may roll over and be available for use in subsequent contract years, provided the total compensation does not exceed the maximum amount specified for the entire term. The Contractor acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section.

The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

3.3 Invoices. The Contractor shall submit monthly invoices to the respective department's contact information below. The Contractor shall submit each invoice within 60 days after the month in which the Contractor performs services and in any case within 60 days after the end of the term or termination of this Agreement.

Department of Public Works and
Planning – Resources Division
ATTN: Landfill Operations Manager
2220 Tulare Street, Sixth Floor
Fresno, CA 93721
PWPBusinessOffice@fresnocountyca.gov

Department of Public Works and
Planning – Road Maintenance Division
ATTN: Road Maintenance Manager
2220 Tulare Street, Sixth Floor
Fresno, CA 93721

Department of Public Works and
Planning – Resources Division
ATTN: Parks Manager
2220 Tulare Street, Sixth Floor
Fresno, CA 93721
PWPBusinessOffice@fresnocountyca.gov

Department of Public Works and
Planning – Construction Division
ATTN: Construction Manager
2220 Tulare Street, Sixth Floor
Fresno, CA 93721

Department of Sheriff-Coroner
Public Administrator's Office
ATTN: Baldomero Berber, Lt. John Copher
2220 Fresno Street
Fresno, CA 93721

(A) The Contractor shall submit detailed invoices monthly, clearly itemizing:

- (1) The type and quantity of units rented.
- (2) Service visits completed during the billing period.
- (3) Any special event or short-term rentals.
- (4) Additional charges, if applicable, with prior County approval.

(B) Invoices must include the following supporting documentation:

- (1) Service logs affixed inside each unit, detailing dates of service and tasks performed.
- (2) Records of any repairs, replacements, or additional services requested by the County.

3.4 **Payment.** The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. The County shall remit any payment to the Contractor's address specified in the invoice.

(A) Payments will be made only for services and rentals completed as agreed, and the County reserves the right to withhold payment for incomplete or unsatisfactory services.

(B) Any disputes regarding invoiced amounts shall be communicated to the Contractor promptly, and adjustments will be made as necessary.

3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on June 24, 2025 and terminates on June 23, 2028, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Director of Public Works and Planning or his or her designee is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:
County of Fresno
Landfill Operations Manager

Department of Public Works and
Planning – Resources Division
2220 Tulare Street, Sixth Floor
Fresno, CA 93721
landfill@fresnocountyca.gov
559-600-4259

For the Contractor:
Division Manager
Robert Bilvado
PO Box 535
Farmersville, CA 93223
potters@aaaqsinc.com
559-594-4322

5.2 Change of Contact Information. Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 Method of Delivery. Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

- (A) Modify the services provided by the Contractor under this Agreement; or
- (B) Terminate this Agreement.

6.2 Termination for Breach.

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the Contractor to cure the breach.

(B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;
- (3) Submitted a substantially incorrect or incomplete report to the County; or
- (4) Improperly performed any of its obligations under this Agreement.

6.3 **Termination without Cause.** In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4 No Penalty or Further Obligation. Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 Verifying Performance. The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims,

1 demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,
2 penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise
3 from or relate to the performance or failure to perform by the Contractor (or any of its officers,
4 agents, subcontractors, or employees) under this Agreement. The County may conduct or
5 participate in its own defense without affecting the Contractor's obligation to indemnify and
6 hold harmless or defend the County.

7 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

8 **Article 9**

9 **Insurance**

10 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to
11 this Agreement.

12 **Article 10**

13 **Inspections, Audits, and Public Records**

14 10.1 **Inspection of Documents.** The Contractor shall make available to the County,
15 and the County may examine at any time during business hours and as often as the County
16 deems necessary, all of the Contractor's records and data with respect to the matters
17 covered by this Agreement, excluding attorney-client privileged communications. The
18 Contractor shall, upon request by the County, permit the County to audit and inspect all of
19 such records and data to ensure the Contractor's compliance with the terms of this
20 Agreement.

21 10.2 **State Audit Requirements.** If the compensation to be paid by the County under
22 this Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of
23 the California State Auditor, as provided in Government Code section 8546.7, for a period of
24 three years after final payment under this Agreement. This section survives the termination of
25 this Agreement.

26 10.3 **Public Records.** The County is not limited in any manner with respect to its public
27 disclosure of this Agreement or any record or data that the Contractor may provide to the
28

1 County. The County's public disclosure of this Agreement or any record or data that the
2 Contractor may provide to the County may include but is not limited to the following:

3 (A) The County may voluntarily, or upon request by any member of the public or
4 governmental agency, disclose this Agreement to the public or such governmental
5 agency.

6 (B) The County may voluntarily, or upon request by any member of the public or
7 governmental agency, disclose to the public or such governmental agency any record or
8 data that the Contractor may provide to the County, unless such disclosure is prohibited
9 by court order.

10 (C) This Agreement, and any record or data that the Contractor may provide to the
11 County, is subject to public disclosure under the Ralph M. Brown Act (California
12 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

13 (D) This Agreement, and any record or data that the Contractor may provide to the
14 County, is subject to public disclosure as a public record under the California Public
15 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
16 with section 6250) ("CPRA").

17 (E) This Agreement, and any record or data that the Contractor may provide to the
18 County, is subject to public disclosure as information concerning the conduct of the
19 people's business of the State of California under California Constitution, Article 1,
20 section 3, subdivision (b).

21 (F) Any marking of confidentiality or restricted access upon or otherwise made with
22 respect to any record or data that the Contractor may provide to the County shall be
23 disregarded and have no effect on the County's right or duty to disclose to the public or
24 governmental agency any such record or data.

25 **10.4 Public Records Act Requests.** If the County receives a written or oral request
26 under the CPRA to publicly disclose any record that is in the Contractor's possession or
27 control, and which the County has a right, under any provision of this Agreement or
28 applicable law, to possess or control, then the County may demand, in writing, that the

1 Contractor deliver to the County, for purposes of public disclosure, the requested records that
2 may be in the possession or control of the Contractor. Within five business days after the
3 County's demand, the Contractor shall (a) deliver to the County all of the requested records
4 that are in the Contractor's possession or control, together with a written statement that the
5 Contractor, after conducting a diligent search, has produced all requested records that are in
6 the Contractor's possession or control, or (b) provide to the County a written statement that
7 the Contractor, after conducting a diligent search, does not possess or control any of the
8 requested records. The Contractor shall cooperate with the County with respect to any
9 County demand for such records. If the Contractor wishes to assert that any specific record
10 or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the
11 record or data to the County and assert the exemption by citation to specific legal authority
12 within the written statement that it provides to the County under this section. The Contractor's
13 assertion of any exemption from disclosure is not binding on the County, but the County will
14 give at least 10 days' advance written notice to the Contractor before disclosing any record
15 subject to the Contractor's assertion of exemption from disclosure. The Contractor shall
16 indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA
17 that results from the Contractor's delay, claim of exemption, failure to produce any such
18 records, or failure to cooperate with the County with respect to any County demand for any
19 such records.

20 **Article 11**

21 **Disclosure of Self-Dealing Transactions**

22 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a
23 corporation, or changes its status to operate as a corporation.

24 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to
25 a self-dealing transaction, he or she shall disclose the transaction by completing and signing
26 a "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it
27 to the County before commencing the transaction or immediately after.
28

11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 12

General Terms

12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Contractor acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

12.2 Non-Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

12.3 Governing Law. The laws of the State of California govern all matters arising from or related to this Agreement.

12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

12.5 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

12.6 Days. Unless otherwise specified, “days” means calendar days.

12.7 Headings. The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

12.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part

1 of this Agreement with lawful and enforceable terms intended to accomplish the parties'
2 original intent.

3 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor
4 shall not unlawfully discriminate against any employee or applicant for employment, or
5 recipient of services, because of race, religious creed, color, national origin, ancestry,
6 physical disability, mental disability, medical condition, genetic information, marital status,
7 sex, gender, gender identity, gender expression, age, sexual orientation, military status or
8 veteran status pursuant to all applicable State of California and federal statutes and
9 regulation.

10 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or
11 obligation of the Contractor under this Agreement on any one or more occasions is not a
12 waiver of performance of any continuing or other obligation of the Contractor and does not
13 prohibit enforcement by the County of any obligation on any other occasion.

14 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
15 between the Contractor and the County with respect to the subject matter of this Agreement,
16 and it supersedes all previous negotiations, proposals, commitments, writings,
17 advertisements, publications, and understandings of any nature unless those things are
18 expressly included in this Agreement. If there is any inconsistency between the terms of this
19 Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be
20 resolved by giving precedence first to the terms of this Agreement without its exhibits, and
21 then to the terms of the exhibits.

22 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
23 create any rights or obligations for any person or entity except for the parties.

24 12.13 **Authorized Signature.** The Contractor represents and warrants to the County
25 that:

26 (A) The Contractor is duly authorized and empowered to sign and perform its
27 obligations under this Agreement.
28

1 (B) The individual signing this Agreement on behalf of the Contractor is duly
2 authorized to do so and his or her signature on this Agreement legally binds the
3 Contractor to the terms of this Agreement.

4 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed
5 by electronic signature as provided in this section.

6 (A) An “electronic signature” means any symbol or process intended by an individual
7 signing this Agreement to represent their signature, including but not limited to (1) a
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
9 electronically scanned and transmitted (for example by PDF document) version of an
10 original handwritten signature.

11 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
12 equivalent to a valid original handwritten signature of the person signing this Agreement
13 for all purposes, including but not limited to evidentiary proof in any administrative or
14 judicial proceeding, and (2) has the same force and effect as the valid original
15 handwritten signature of that person.

16 (C) The provisions of this section satisfy the requirements of Civil Code section
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
18 Part 2, Title 2.5, beginning with section 1633.1).

19 (D) Each party using a digital signature represents that it has undertaken and
20 satisfied the requirements of Government Code section 16.5, subdivision (a),
21 paragraphs (1) through (5), and agrees that each other party may rely upon that
22 representation.

23 (E) This Agreement is not conditioned upon the parties conducting the transactions
24 under it by electronic means and either party may sign this Agreement with an original
25 handwritten signature.

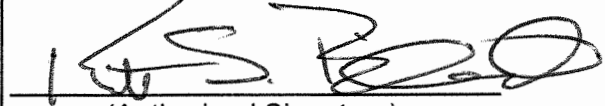
26 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is
27 an original, and all of which together constitute this Agreement.

28 [SIGNATURE PAGE FOLLOWS]

1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date
2 set forth above.

3
4 **AAA QUALITY SERVICES, INC.**

COUNTY OF FRESNO

5 
6 (Authorized Signature)

Ernest Buddy Mendes, Chairman
of the Board of Supervisors of
the County of Fresno

7
8 Robert Bilvado, Division Manager
Print Name and Title

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

9 PO Box 535
10 Mailing Address

11 Farmersville, CA 93223
12 City, State, and Zip Code

By _____
Deputy

13
14
15
16
17
18
19 **FOR ACCOUNTING USE ONLY**

20 ORG No. 9026 ORG No. 7910
21 Account No. 7295 Account No. 7430
22 Fund No. 0700 Fund No. 0001
Subclass No. 15000 Subclass No. 10000

23 ORG No. 45104512 ORG No. 45104514
24 Account No. 7070 Account No. 7295
25 Fund No. 0010 Fund No. 0010
Subclass No. 11000 Subclass No. 11000

26 **DEPT OF SHERIFF-CORONER**

27 ORG No. 3111 ORG No. 31114000
Account No. 7295 Account No. 7295
28 Fund No. 0001 Fund No. 0001
Subclass No. 10000 Subclass No. 10000

Exhibit A

Scope of Services

The Contractor shall provide comprehensive portable sanitary unit rental, cleaning, and maintenance services to the County of Fresno in accordance with the following specifications and at the locations specified in the tables below. All services shall be performed with professionalism and in compliance with applicable local, state, and federal regulations, including ADA accessibility standards. The County reserves the right to revise the tables below as needed, including modifications to existing service schedules and the addition of new service locations. Furthermore, additional County departments may be added as authorized users of this contract on an as-needed basis.

Portable Sanitary Unit Rentals

1. Unit Types and Specifications: The Contractor shall supply portable sanitary units in the following configurations, as required by the County:
 - a. Standard portable chemical toilets (single and double units).
 - b. Skid-mounted portable toilets.
 - c. Trailer-mounted portable toilets.
 - d. ADA-compliant portable toilets, adhering to accessibility standards established by:
 - i. Title 24 of the California Code of Regulations (California Building Code).
 - ii. Title III of the Americans with Disabilities Act (28 CFR Part 36, Appendix A).
 - iii. Uniform Federal Accessibility Standards (FED-STD-795).
 - iv. Stand-alone handwashing stations.
2. Conditions of Units:
 - a. All units must be clean, free of defects, and free of graffiti at the time of delivery.
 - b. The County of Fresno will assume responsibility for damages to or loss of the equipment, except for reasonable wear and tear, while it is in their possession.

Exhibit A

- c. Units must be stocked with all necessary consumables, including toilet paper, hand cleaner, and water, at the time of installation.

3. Delivery and Placement:

- a. Units shall be delivered and installed at County-designated locations within the specified timelines:
 - i. 24 hours for regular requests.
 - ii. 72 hours for special event or short-term rentals.
- b. Placement of units shall be coordinated with County staff to ensure accessibility and compliance with site requirements.

Cleaning and Maintenance Services

1. Regular Maintenance and Cleaning: The Contractor shall provide cleaning and maintenance services on a pre-approved schedule, or as requested by the County, including:
 - a. Full waste pump-out and lawful disposal of waste in compliance with applicable regulations.
 - b. Interior and exterior cleaning, including disinfection and graffiti removal.
 - c. Restocking of consumables, including chemicals, toilet paper, hand cleaner, and water.
 - d. Removal of trash and debris from within the units.
2. Emergency and High-Usage Services: The Contractor must respond to additional cleaning requests or high-usage needs within 24 hours of notification by the County.
3. Repair and Replacement:
 - a. Units deemed unsuitable for use due to damage or malfunction must be repaired or replaced within 24 hours of County notification.
 - b. The Contractor shall assume full liability for any repairs resulting from normal wear and tear.

[TABLE OF LOCATIONS PAGE FOLLOWS]

Exhibit A

1. PUBLIC WORKS – CONSTRUCTION

TYPE OF UNIT	# OF UNITS	ANNUAL USAGE
Single Skid Mounted Chemical Toilet	2	6 months

Construction division requires portable toilet rentals and service across Fresno County, including areas from west of Coalinga to Huntington Lake.

2. PUBLIC WORKS – PARKS

LOCATION	# OF UNITS	ANNUAL USAGE
Kearney Park 6725 W Kearney Blvd Fresno, CA 93706	2-4 Single Skid Mounted 1 Enhanced Access Unit	Spring/Summer
Skaggs Bridge 5901 N Madera Ave Kerman, CA 93630	2-4 Single Skid Mounted 1 Enhanced Access Unit	Seasonal
Los Gatos Park 46240 Los Gatos Creek Rd Coalinga, CA 93210	1 Single Skid Mounted 1 Enhanced Access Unit	Year-Round
Lost Lake Park 16385 N Friant Rd Friant, CA 93626	2-4 Single Skid Mounted 1 Enhanced Access Unit	Year-Round and Seasonal
Avocado Lake 3625 N Piedra Rd Sanger, CA 93657	2-4 Single Skid Mounted 1 Enhanced Access Handicap Unit	Seasonal
Laton Park 20055 Fowler Ave Laton, CA 93242	1-3 Single Skid Mounted 1 Enhanced Access Handicap Unit	Seasonal

Additional locations on an as-needed basis:

China Creek Park	S Rainbow Route & S Smith, Sanger, 93657
Choinumni Park and Campground	26501 Pine Flat Rd, Sanger, CA 93657
Courthouse Park	1100 Van Ness Ave, Fresno, CA 93721
Juvenile Justice Campus (JJC)	3333 E American Ave, Fresno, CA 93725
Pine Flat Fishing Access	Pine Flat Rd, Piedra, CA 93649
University Medical Center (UMC)	E Inyo Ave, Fresno, CA 93702
Veteran's Liberty Cemetery	1831 W Belmont Ave, Fresno, CA 93728
Winton Park	25314 E Trimmer Spring Rd, Sanger, CA 93657

Exhibit A

3. PUBLIC WORKS – ROAD MAINTENANCE

TYPE OF UNIT	# OF UNITS	ANNUAL USAGE
Double Chemical Toilet (<i>trailer mounted</i>)	3	1 week per year
Single Chemical Toilet (<i>trailer mounted</i>)	7	180 days per year
Single Skid Mounted Chemical Toilet	5	180 days per year

The locations requiring service for Road Maintenance are listed below, but are not limited to:

Area 1 – Firebaugh	38835 West Nees Ave, Firebaugh, CA 93622
Area 2 – Tranquility	25411 West Silveria, Tranquility, CA 93668
Area 3 – Coalinga	779 East Polk, Coalinga, CA 93210
Area 4 – Biola	12855 West G Street, Biola, CA 93606
Area 5 – Caruthers	2544 West Mt View, Caruthers, CA 93609
Area 7 – Fresno	9400 North Matus, Fresno, CA 93720
Area 8 – Sanger	9525 East Olive, Sanger, CA 93657
Area 9 – Del Rey	3633 South Del Rey, Sanger, CA 93657
Area 9D – Dunlap	40315 Dunlap Road, Dunlap, CA 93621
Area 11 – Auberry	33148 Auberry Road, Auberry, CA 93602

4. PUBLIC WORKS – AMERICAN AVENUE DISPOSAL SITE

LOCATION	# OF UNITS	ANNUAL USAGE
American Avenue Disposal Site 18950 W. American Avenue Kerman, CA 93630	5 Single Chemical Toilet (<i>trailer mounted</i>) 1 ADA-Compliant Unit 3 Stand-Alone Sink	Year-Round

AADS owns and requires twice-weekly service for the following portable sanitary units:

- (5) Standard skid-mounted chemical toilets (with handwashing)
- (1) ADA-compliant unit (with handwashing)
- (2) Stand-alone sinks

5. SHERIFF-CORONER – PUBLIC ADMINISTRATOR’S OFFICE

LOCATION	# OF UNITS	ANNUAL USAGE
Jail Campus 1225 M Street Fresno, CA 93721	2 Single Chemical Toilet (<i>trailer mounted</i>)	Year-Round

Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement in accordance with the rates and terms set forth in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B. The rate tables in this Exhibit B establish the pricing for all services; however, Exhibit A does not guarantee a minimum or maximum number of rentals or services to be provided throughout the contract term.

Price rates shall remain fixed for each year with an increase by 5% each anniversary year for the three-year base term of the agreement, including each optional one-year extension period. However, the total amount of the Maximum Annual Fee may not be increased except upon formal written Amendment to this Agreement, approval by the County's Board of Supervisors in accordance with Article 12.1.

The department placing the order will provide delivery and service instructions. Billing should be submitted only after the service has been completed.

[RATE SHEET PAGE FOLLOWS]

Exhibit B

MONTHLY RENTAL AND SERVICE RATES			SERVICE RATES	
UNIT TYPE (<u>with no</u> handwash facilities)	# OF UNITS	MONTHLY RENTAL	ONCE WEEKLY PER MONTH	TWICE WEEKLY PER MONTH
Single Chemical Toilet (trailer mounted) (NOT AVAILABLE)		\$ N/A	\$ N/A	\$ N/A
Double Chemical Toilet (trailer mounted) (NOT AVAILABLE)		\$ N/A	\$ N/A	\$ N/A
Single Skid-Mounted Chemical Toilet (FREE-STANDING UNIT)		\$ 12.90	\$ 114.93	\$ 317.65
Double Skid-Mounted Chemical Toilet (NOT AVAILABLE)		\$ N/A	\$ N/A	\$ N/A
Enhanced Access Unit		\$ 36.00	\$ 201.52	\$ 366.13
ADA-Compliant Unit		\$ 36.00	\$ 201.52	\$ 366.13
Stand-Alone Sink (FREE-STANDING UNIT)		\$ 12.90	\$ 114.93	\$ 317.65
Handwash Station (ATTACHED TO THE SKID)		\$ 7.41	\$ 79.52	\$ 159.04
UNIT TYPE (<u>with</u> handwash facilities)	# OF UNITS	MONTHLY RENTAL	ONCE WEEKLY PER MONTH	TWICE WEEKLY PER MONTH
Single Chemical Toilet (trailer mounted)		\$ 44.80	\$ 219.56	\$ 393.19
Double Chemical Toilet (trailer mounted)		\$ 61.30	\$ 379.66	\$ 696.49
Single Skid-Mounted Chemical Toilet (FREE-STANDING UNIT)		\$ 20.31	\$ 194.45	\$ 368.09
Double Skid-Mounted Chemical Toilet (NOT AVAILABLE)		\$ N/A	\$ N/A	\$ N/A
Enhanced Access Unit (NOT AVAILABLE)		\$ N/A	\$ N/A	\$ N/A
ADA-Compliant Unit (NOT AVAILABLE)		\$ N/A	\$ N/A	\$ N/A

OTHER COST	EACH
Delivery/Pickup Fee (ON ROUTE ONLY)	\$ 102.50
Containment Pan Fee	\$ 10.00
Off Route Fee (DELIVERY, SERVICE OR REMOVAL DEPENDING ON LOCATION)	\$ (SEE ATTACHED)
Emergency Fee (PER UNIT/PER SERVICE/PER DAY)	\$ 100.00
Excessive Travel Fee*	\$ (SEE ATTACHED)
Additional Cleaning Fee	\$ (SEE ATTACHED)
OFF ROUTE FEE - WEEKENDS/HOLIDAYS (DELIVERY, SERVICE OR REMOVAL DEPENDING ON LOCATION) <small>(other applicable fees not listed)</small>	\$ (SEE ATTACHED)
SANI-STAND (MONTHLY RENT) <small>(other applicable fees not listed)</small>	\$ 12.90
SANI-STAND ONCE WEEKLY PER MONTH	\$101.48
SANI-STAND TWICE WEEKLY PER MONTH <small>(other applicable fees not listed)</small>	\$317.65

*Excessive Travel Fee only applicable to delivering or servicing units in the remote areas (Shaver Lake area, Pine Flat area, the area of Coalinga, and the upper West side of the County).

** ADDITIONAL FEES MAY BE REQUIRED FOR OFF ROUTE SERVICES & SPECIAL SERVICES

IF UNITS ARE MOVED BY THE CUSTOMER, AND WE ARE NOT NOTIFIED OF THE NEW LOCATION PRIOR TO THE REGULARLY SCHEDULED ROUTE DAY, AND WE HAVE TO TRAVEL TO THE NEW LOCATION WITHOUT PRIOR KNOWLEDGE, AN ADDITIONAL FEE WILL BE REQUIRED

BIDDER EXCEPTIONS TO THE COUNTY'S REQUIREMENTS, CONDITIONS & SPECIFICATIONS

1. CUSTOMER ASSUMES RESPONSIBILITY FOR ANY AND ALL DAMAGES TO OR LOSS OF THE EQUIPMENT AS AN INSURER, REGARDLESS OF CAUSE OR FAULT, EXCEPT FOR REASONABLE WEAR AND TEAR, WHILE THE EQUIPMENT IS IN THEIR POSSESSION

2. WE RESERVE THE RIGHT TO INCREASE THESE PRICES BY 5% EVERY ANNIVERSARY YEAR.

SEE ATTACHED QUOTATION SCHEDULE

Exhibit B

SPECIAL EVENT OR SHORT TERM (LESS THAN 7 DAYS) RATES				
UNIT TYPE (with no handwash facilities)	# OF UNITS	RENTAL 1-3 DAYS	RENTAL 4-7 DAYS	SERVICE
Single Chemical Toilet (trailer mounted) (NOT AVAILABLE)	1	\$ N/A	\$ N/A	\$ N/A
Double Chemical Toilet (trailer mounted) (NOT AVAILABLE)	1	\$ N/A	\$ N/A	\$ N/A
Single Skid-Mounted Chemical Toilet (FREE-STANDING UNIT)	1	\$ 107.93	\$ 107.93	\$ (SEE ATTACHED)
Double Skid-Mounted Chemical Toilet (NOT AVAILABLE)	1	\$ N/A	\$ N/A	\$ N/A
Enhanced Access Unit	1	\$ 242.11	\$ 242.11	\$ (SEE ATTACHED)
ADA-Compliant Unit	1	\$ 242.11	\$ 242.11	\$ (SEE ATTACHED)
Stand-Alone Sink (FREE-STANDING UNIT)	1	\$ 97.79	\$ 97.79	\$ (SEE ATTACHED)
Handwash Station (ATTACHED TO THE SKID)	1	\$ 36.08	\$ 36.08	\$ (SEE ATTACHED)
UNIT TYPE (with handwash facilities)	# OF UNITS	RENTAL 1-3 DAYS	RENTAL 4-7 DAYS	SERVICE
Single Chemical Toilet (trailer mounted)	1	\$ 190.24	\$ 190.24	\$ (SEE ATTACHED)
Double Chemical Toilet (trailer mounted)	1	\$ 256.76	\$ 256.76	\$ (SEE ATTACHED)
Single Skid-Mounted Chemical Toilet	1	\$ 144.01	\$ 144.01	\$ (SEE ATTACHED)
Double Skid-Mounted Chemical Toilet (NOT AVAILABLE)	1	\$ N/A	\$ N/A	\$ N/A
Enhanced Access Unit (NOT AVAILABLE)	1	\$ N/A	\$ N/A	\$ N/A
ADA-Compliant Unit (NOT AVAILABLE)	1	\$ N/A	\$ N/A	\$ N/A

OTHER COST	EACH
Delivery/Pickup Fee (ON ROUTE ONLY)	\$ 102.50
Containment Pan Fee	\$ 10.00
Off Route Fee (DELIVERY, SERVICE OR REMOVAL DEPENDING ON LOCATION)	\$ (SEE ATTACHED)
Emergency Fee (PER UNIT/PER SERVICE/PER DAY)	\$ 100.00
Excessive Travel Fee*	\$ (SEE ATTACHED)
Additional Cleaning Fee	\$ (SEE ATTACHED)
OFF ROUTE FEE - WEEKENDS/HOLIDAYS (DELIVERY, SERVICE OR REMOVAL DEPENDING ON LOCATION) (other applicable fees not listed)	\$ (SEE ATTACHED)
SANI-STAND DISPENSERS (1-3 OR 4-7 DAY RENTAL)	\$ 52.69
(other applicable fees not listed)	
SANI-STAND DISPENSERS (SERVICE)	\$ (SEE ATTACHED)
(other applicable fees not listed)	

***Excessive Travel Fee only applicable to delivering or servicing units in the remote areas (Shaver Lake area, Pine Flat area, the area of Coalinga, and the upper West side of the County).**

**** ADDITIONAL FEES MAY BE REQUIRED FOR OFF ROUTE SERVICES & SPECIAL SERVICES.**

IF UNITS ARE MOVED BY THE CUSTOMER, AND WE ARE NOT NOTIFIED OF THE NEW LOCATION PRIOR TO THE REGULARLY SCHEDULED ROUTE DAY, AND WE HAVE TO TRAVEL TO THE NEW LOCATION WITHOUT PRIOR KNOWLEDGE, AN ADDITIONAL FEE WILL BE REQUIRED.

BIDDER EXCEPTIONS TO THE COUNTY'S REQUIREMENTS, CONDITIONS & SPECIFICATIONS:

1. CUSTOMER ASSUMES RESPONSIBILITY FOR ANY AND ALL DAMAGES TO OR LOSS OF THE EQUIPMENT AS AN INSURER, REGARDLESS OF CAUSE OR FAULT, EXCEPT FOR REASONABLE WEAR AND TEAR, WHILE THE EQUIPMENT IS IN THEIR POSSESSION.
2. WE RESERVE THE RIGHT TO INCREASE THESE PRICES BY 5% EVERY ANNIVERSARY YEAR.

SEE ATTACHED QUOTATION SCHEDULE

Exhibit B

BIDDER EXCEPTIONS TO THE COUNTY'S REQUIREMENTS, CONDITIONS & SPECIFICATIONS:

1. CUSTOMER ASSUMES RESPONSIBILITY FOR ANY AND ALL DAMAGES TO OR LOSS OF THE EQUIPMENT AS AN INSURER, REGARDLESS OF CAUSE OR FAULT, EXCEPT FOR RESONABLE WEAR AND TEAR, WHILE THE EQUIPMENT IS IN THEIR POSSESSION.
2. WE RESERVE THE RIGHT TO INCREASE THESE PRICES BY 5% ANNIVERSARY YEAR

ITEM NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	TAXABLE RENTAL PER UNIT - Standard Skid	EA	\$ 12.90
002	TAXABLE RENTAL PER UNIT - Free-Standing Sink	EA	\$ 12.90
003	TAXABLE RENTAL PER UNIT - Standard Skid w/Attached Sink	EA	\$ 20.31
004	TAXABLE RENTAL PER UNIT - 4-Unit Sanitizer Dispenser	EA	\$ 12.90
005	TAXABLE RENTAL PER UNIT - Handicapped Unit	EA	\$ 36.00
006	TAXABLE RENTAL PER UNIT - Wheel1 Unit	EA	\$ 44.80
007	TAXABLE RENTAL PER UNIT - Wheel2 Unit	EA	\$ 61.30
008	Standard Skid with once a week service	MO	\$ 114.93
009	Free-Standing Sink with once a week service	MO	\$ 114.93
010	Standard Skid w/ Attached Sink with once a week service	MO	\$ 194.45
011	4-Unit Sanitizer Dispenser with once a week service	MO	\$ 101.48
012	Handicapped Unit with once a week service	MO	\$ 201.52
013	Wheel1 Unit with once a week service	MO	\$ 219.56
014	Wheel2 Unit with once a week service	MO	\$ 379.66
015	Standard Skid with twice a week service	MO	\$ 317.65
016	Free-Standing Sink with twice a week service	MO	\$ 317.65
017	Standard Skid w/Sink with twice a week service	MO	\$ 368.09
018	4-Unit Sanitizer Dispenser with twice a week service	MO	\$ 317.65
019	Handicapped Unit with twice a week service	MO	\$ 366.13
020	Wheel1 Unit with twice a week service	MO	\$ 393.19
021	Wheel2 Unit with twice a week service	MO	\$ 696.49
022	Standard Skid - WEEKEND/HOLIDAY RENTAL - with No Service	EA	\$ 107.93
023	Free-Standing Sink - WEEKEND/HOLIDAY RENTAL - with No Service	EA	\$ 97.79
024	Standard Skid w/Sink - WEEKEND/HOLIDAY RENTAL - with No Service	EA	\$ 144.01
025	Sanitizer - WEEKEND/HOLIDAY RENTAL - with No Service	EA	\$ 52.69
026	Handicapped Unit - WEEKEND/HOLIDAY RENTAL - with No Service	EA	\$ 242.11
027	Wheel1 Unit - WEEKEND/HOLIDAY RENTAL - with No Service	EA	\$ 190.24
028	Wheel2 Unit - WEEKEND/HOLIDAY RENTAL - with No Service	EA	\$ 256.76
037	DELIVERY CHARGE - ON ROUTE - PER UNIT - Max 2 Units or 1 Wheel Unit	EA	\$ 51.25
038	PICK UP CHARGE - ON ROUTE - PER UNIT - Max 2 Units or 1 Wheel Unit	EA	\$ 51.25

Exhibit B

039	OFF ROUTE CHARGE: (Per service to the following areas due to time & distance for each service and/or delivery completed per trip; on regular route days.) (THIS CHARGE APPLIES FOR DELIVERIES. A SECOND CHARGE WILL BE APPLIED FOR REMOVALS.)		
	*FRESNO		\$ 250.00
	*SHAVER LAKE		\$ 500.00
	*ABOVE SHAVER		\$ 700.00
	*PINE FLAT		\$ 250.00
	*DUNLAP ROAD,		\$ 350.00
	*CEDAR GROVE		\$ 1,650.00
	*FRIANT, KERMAN & LOWER HWY 168		\$ 150.00
	*BEYOND KERMAN		\$ 350.00
	*COALINGA		\$ 125.00
040	AFTER HOURS, WEEKEND/HOLIDAY CHARGE/NON-ROUTE DAYS: (Per Service or Delivery) (THIS CHARGE APPLIES FOR DELIVERIES. A SECOND CHARGE WILL BE APPLIED FOR REMOVALS.)		
	*FRESNO		\$ 375.00
	*SHAVER LAKE		\$ 750.00
	*ABOVE SHAVER		\$ 1,300.00
	*PINE FLAT		\$ 375.00
	*DUNLAP ROAD,		\$ 525.00
	*CEDAR GROVE		\$ 2,475.00
	*FRIANT, KERMAN & LOWER HWY 168		\$ 225.00
	*BEYOND KERMAN		\$ 525.00
	*COALINGA		\$ 188.00
041	ADDITIONAL FEES MAY BE REQUIRED FOR OFF ROUTE SERVICES & SPECIAL SERVICES		
042	IF UNITS ARE MOVED BY THE CUSTOMER, AND WE ARE NOT NOTIFIED OF THE NEW LOCATION PRIOR TO THE REGULARLY SCHEDULED ROUTE DAY, AND WE HAVE TO TRAVEL TO THE NEW LOCATION WITHOUT PRIOR KNOWLEDGE, AN ADDITIONAL FEE WILL BE REQUIRED.		
043	EMERGENCY SERVICE: (For immediate response to a disaster or emergency; \$100.00 per unit/per day.) UP TO 8 UNITS PER TRUCK LOAD		\$ 100.00
044	DELIVERY/REMOVAL CHARGE PER TRUCK LOAD FOR THE FOLLOWING AREAS (This includes Delivery Charges for Special Events): (The same rate applies for the delivery of up to 2 units that can be accomplished on route & up to 8 units per truck load) (THIS CHARGE APPLIES FOR DELIVERIES. A SECOND CHARGE WILL BE APPLIED FOR REMOVALS.)		
	*FRESNO		\$ 250.00
	*SHAVER LAKE		\$ 1,000.00
	*ABOVE SHAVER		\$ 1,500.00
	*PINE FLAT		\$ 500.00
	*DUNLAP ROAD,		\$ 700.00
	*CEDAR GROVE		\$ 2,500.00
	*FRIANT, KERMAN & LOWER HWY 168		\$ 300.00
	*BEYOND KERMAN		\$ 700.00
	*COALINGA		\$ 250.00

Exhibit B

045	EMERGENCY AFTER HOURS & WEEKENDS/HOLIDAYS DELIVERY CHARGE PER TRUCK LOAD FOR THE FOLLOWING AREAS: (The same rate applies for the delivery of up to 2 units that can be accomplished on route & up to 8 units per truck load) (THIS CHARGE APPLIES FOR DELIVERIES. A SECOND CHARGE WILL BE APPLIED FOR REMOVALS.)		
	*FRESNO		\$ 375.00
	*SHAVER LAKE		\$ 1,500.00
	*ABOVE SHAVER		\$ 2,250.00
	*PINE FLAT		\$ 750.00
	*DUNLAP ROAD,		\$ 1,050.00
	*CEDAR GROVE		\$ 3,250.00
	*FRIANT, KERMAN & LOWER HWY 168		\$ 450.00
	*BEYOND KERMAN		\$ 1,050.00
	*COALINGA		\$ 375.00

AAA QUALITY SERVICES INC dba POTTERS PORTA POTTIES

NAME: ROBERT BILVADO

TITLE: DIVISION MANAGER

SIGNATURE: _____

Robert S. Bilvado

3/24/2025

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C


(1) Company Board Member Information:			
Name:	ROBERT BLUADO	Date:	5-14-2025
Job Title:	DIVISION MANAGER		
(2) Company/Agency Name and Address:			
N/A			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
N/A			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
N/A			
(5) Authorized Signature			
Signature:		Date:	5-14-2025

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and

Exhibit D

volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

Exhibit D

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.