

EXHIBIT B

CONTRACT INFORMATION SHEET

DATE: December 11, 2020

Contract No.: P-20-451 **Vendor Number:** 0000274297
Contract Title: Repair Services **Name/Address:** W.M. Lyles Co
 1210 W. Olive Ave
 Fresno, CA 93728
Contract Period: 12/1/20 – 11/30/2022 **Contact:** Tyler Caglia
Using Agencies: Public Works – Special
Districts **Email:** tcaglia@wmlylesco.com
Terms: Net 45

Total Contract Amt.: \$150,000.00**Buyer Name:** Heather Stevens

Requisition No: 1402100026 **Org:** 9140

 Supersedes:



NEW



RENEWAL



AMENDMENT



TICK DATE

6 mo & 60%

REFERENCE (RFQ# / RFP#)

DESCRIPTION: Repair services for Special Districts water and wastewater systems including emergency repairs.**SPECIAL INSTRUCTIONS:** 2 year contract**DISTRIBUTION:****Completed By:****Date:****Completed By:****Date:****DEPARTMENT:** PWP**REQUISITIONER:** Elena Cotta



County of Fresno

INTERNAL SERVICES DEPARTMENT

Facilities • Fleet • Graphics • Purchasing • Security • Technology

PROCUREMENT AGREEMENT

Agreement Number P-20-451

December 9, 2020

W.M. Lyles
PO Box 4377
Fresno, CA 93744

The County of Fresno (County) hereby contracts with W.M. Lyles (Contractor) to provide Repair Services in accordance with the text of this agreement and Attachment "A" by this reference made a part hereof.

TERM: This Agreement shall become effective December 1, 2020 and shall remain in effect through November 30, 2022.

MINIMUM ORDERS: Unless stated otherwise there shall be no minimum order quantity. The County reserves the right to increase or decrease orders or quantities.

CONTRACTOR'S SERVICES: Contractor shall perform the services as described in Attachment "A" attached, at the rates set forth in Attachment "A".

ORDERS: Orders will be placed on an as-needed basis by Public Works and Planning under this contract.

PRICES: Prices shall be firm for the contract period. Any pricing changes which may take place during the life of the contract must be submitted in writing to the County of Fresno Purchasing Manager and received no less than thirty (30) days prior to becoming effective.

MAXIMUM: In no event shall services performed and/or fees paid under this Agreement be in excess of One Hundred Fifty Thousand Dollars (\$150,000.00).

ADDITIONAL ITEMS: The County reserves the right to negotiate additional items to this Agreement as deemed necessary. Such additions shall be made in writing and signed by both parties.

DELIVERY: The F.O.B. Point shall be the destination within the County of Fresno. All orders shall be delivered complete as specified. All orders placed before Agreement expiration shall be honored under the terms and conditions of this Agreement.

DEFAULT: In case of default by Contractor, the County may procure the articles/services from another source and may recover the loss occasioned thereby from any unpaid balance due the Contractor or by any other legal means available to the County. The prices paid by County shall be considered the prevailing market price at the time such purchase is made. Inspection of deliveries or offers for delivery, which do not meet specifications, will be at the expense of Contractor.

W.M. Lyles**December 9, 2020**

INVOICING: An itemized invoice in shall be mailed to requesting County department in accordance with invoicing instructions included in each order referencing this Agreement. The Agreement number must appear on all shipping documents and invoices. Invoices may be emailed to:

PWPBusinessOffice@fresnocountyca.gov.

INVOICE TERMS: Net forty-five (45) days from the receipt of invoice.

TERMINATION: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory services or supplies provided to the date of termination.

LAWS AND REGULATIONS: The Contractor shall comply with all laws, rules and regulations whether they be Federal, State or municipal, which may be applicable to Contractor's business, equipment and personnel engaged in service covered by this Agreement.

AUDITS AND RETENTION: Terms and conditions set forth in the agreement associated with the purchased goods are incorporated herein by reference. In addition, the Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

LIABILITY: The Contractor agrees to:

Pay all claims for damage to property in any manner arising from Contractor's operations under this Agreement.

Indemnify, save and hold harmless, and at County's request defend the County, its officers, agents and employees from any and all claims for damage or other liability, including costs, expenses (including attorney's fees and costs), causes of action, claims or judgments resulting out of or in any way connected with Contractor's performance or failure to perform by Contractor, its agents, officers or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. The parties hereto agree that this paragraph does not and shall not be interpreted in such a manner that it creates an obligation in violation of California Civil Code 2782.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. **Commercial General Liability:** Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. **Automobile Liability:** Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. **Professional Liability:** If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

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- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within Thirty (30) days from the date Contractor signs and executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Public Works & Planning, Resources Division, 2220 Tulare Street, 6th Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

COMING ON COUNTY PROPERTY TO DO WORK: Contractor agrees to provide maintain and furnish proof of Comprehensive General Liability Insurance with limits of not less than \$500,000 per occurrence.

INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor

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shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the written consent of the other party.

AMENDMENTS: This Agreement constitutes the entire Agreement between the Contractor and the County with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, Request for Proposals, Bids and understandings of any nature whatsoever unless expressly included in this Agreement. This Agreement supersedes any and all terms set forth in Contractor's invoice. This Agreement may be amended only by written addendum signed by both parties.

INCONSISTENCIES: In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding Attachment "A") and (2) Attachment "A".

GOVERNING LAWS: This Agreement shall be construed, interpreted and enforced under the laws of the State of California. Venue for any action shall only be in County of Fresno.

Please acknowledge your acceptance by returning **all pages** of this Agreement to my office via email.

Please refer any inquiries in this matter to Heather Stevens, Purchasing Technician, at 559-600-7115 or heastevens@FresnoCountyCA.gov.

FOR THE COUNTY OF FRESNO

Gary Cornuelle Digitally signed by Gary Cornuelle
Date: 2020.12.09 13:13:10 -08'00'

Gary E. Cornuelle
Purchasing Manager
333 W. Pontiac Way
Clovis, CA 93612

GEC:HS

W.M. Lyles

December 9, 2020

CONTRACTOR TO COMPLETE:Company: W. M. Lyles Co.

Type of Entity:

☐ Individual☐ Limited Liability Company☐ Sole Proprietorship☐ Limited Liability Partnership☒ Corporation☐ General Partnership1210 W. Olive Ave.FresnoCA 93728

Address

City

State Zip

(55) 441-1900(559) 487-7949kshigematsu@wmlylesco.com

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

Print Name &
Title:Kevin R. Shigematsu, Vice PresidentPrint Name & Title: Ruben Moreno, Jr., SecretarySignature: Kevin R. Shigematsu

Digitally signed by Kevin R. Shigematsu
DN: C=US, E=kshigematsu@wmlylesco.com,
O=W. M. Lyles Co., CN=Kevin R. Shigematsu
Reason: I am approving this document
Date: 2020.12.09 14:57:29-08'00'

Signature: Ruben Moreno, Jr.

Digitally signed by Ruben Moreno, Jr.
DN: C=US, E=rmoreno@wmlylesco.com,
O=W. M. Lyles Co., CN="Ruben Moreno, Jr."
Date: 2020.12.09 14:52:21-08'00'

ACCOUNTING USE ONLY

ORG No.: 9140

Account No.: 7295

Requisition No.: 1402100026

(01/2020)

W.M. Lyles

December 9, 2020

ATTACHMENT "A"

SCOPE OF WORK:

Repair services for Public Works and Planning Resource Division, Special Districts.

- Repairs of Water & Wastewater Utility Systems, Mains, and Appurtenances
- Repair and/or Replacement of Fire Hydrants and Other Water Main Appurtenances
- Repairs and/or General Maintenance of Water and Sewer Plant Facilities, Equipment, Piping, Etc.
- Repairs and/or Replacement of Site Surfacing Including Asphalt Pavement, Concrete, Base Rock, Etc.
- Repairs of General Earthwork & Drainage Systems
- Repairs and/or Replacement of Settling Ponds and Associated Liner
- Other repairs similar in scope as needed.

PRICING:

Cost plus 20% (overhead & profit).

Equipment pricing at Caltrans published Equipment Rates