

**MASTER AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 19th day of October, 2021 by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each contractor listed in Exhibit A to this agreement, hereinafter referred to as "CONTRACTOR" and collectively the "CONTRACTORS".

**WITNESSETH:**

WHEREAS, the COUNTY, on June 29, 2021, issued Request for Quotation (RFQ) No. 21-062, and Addendum Number: ONE (1), a copy of which is on file with the Department of Public Works and Planning, Special Districts Administrator, 2220 Tulare Street, Sixth Floor, Fresno, California 93721 (collectively, "RFQ No 21-062"), for pump and electrical motor service and repair, including on-site repairs and replacement of water and wastewater related items; and

WHEREAS, each CONTRACTOR submitted a response to RFQ No. 21-062; and

WHEREAS, the COUNTY has evaluated each CONTRACTOR's Response to RFQ No. 21-062 and has determined that each CONTRACTOR is qualified and capable of performing the work specified in RFQ No. 21-062.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

**1. OBLIGATIONS OF THE CONTRACTOR****A. SCOPE OF WORK/DUTIES:**

Each CONTRACTOR shall provide, for the facilities listed in its portion of Exhibit B to this agreement (Exhibit B is comprised of multiple subparts labeled Exhibit B-1, Exhibit B-2, and so on, with one subpart for each CONTRACTOR), all services (including but not limited to labor, material, parts, equipment, transportation, and taxes) related to the following:

- 1) Onsite repair of pumps and ancillary equipment that does not require in-shop repair service.
- 2) Supply of water pumps and electrical components for (or in conjunction with) on-site work.

1                   3)    Pump removal and possible delivery to a pump or electrical motor shop as  
2 determined by County Special District staff.

3                   4)    Pick-up of pumps from pump or electric motor vendor or repair shops, and delivery  
4 to specified County facilities.

5                   5)    Installation of pumps, electric motors, or both at water and wastewater facilities,  
6 using a crane with the appropriate capabilities.

7                   6)    Repair or replacement of water and wastewater pressure-related items and lines.

8                   7)    Rip wastewater treatment ponds.

9                   8)    Miscellaneous water and sewer line repairs.

10                  9)    In-shop repair services

11                  10)   Parts and Supplies.

12                  B.    SERVICE RESPONSE REQUIREMENTS

13                  Each CONTRACTOR must be available 24 hours per day, 7 days per week. Although  
14 most facilities have a back-up system which allows for repairs during normal business hours, in an  
15 emergency situation, it is the COUNTY's expectation that each CONTRACTOR should be capable of  
16 mobilizing and arriving on-site, with sufficient staff and equipment, at any of the facilities designated on  
17 that CONTRACTOR's portion of Exhibit B, within four (4) hours of being contacted by COUNTY  
18 Representative.

19                  C.    Service shall be performed by each CONTRACTOR as needed upon notification to  
20 that CONTRACTOR by a COUNTY Representative, as defined in section 2.B. below. The notification  
21 may be given by telephone call, email, or other writing. Upon notification by a COUNTY Representative,  
22 the CONTRACTOR shall provide to that COUNTY Representative an estimated date and time the  
23 CONTRACTOR's arrival at service site. The contact person for each CONTRACTOR is listed in Exhibit

24 A.

25                  D.    ADDITIONAL WORK

26                  If a CONTRACTOR determines that additional repairs will be required, or that some other  
27 type of adjustment to the scope of the work initially requested by the COUNTY Representative will be  
28 necessary, the CONTRACTOR must first contact the COUNTY Representative for authorization or

1 direction concerning such additional repairs or proposed adjustment to the scope of requested work,  
2 before performing any such additional repairs or work.

3 E. NO RELATIONSHIP TO OTHER CONTRACTORS

4 Under this Agreement, each CONTRACTOR only has rights and obligations with respect to the  
5 COUNTY. This Agreement creates no rights or obligations between any CONTRACTORS; no  
6 CONTRACTOR has any right to receive performance under this Agreement from, or to enforce any part  
7 of this Agreement against, any other CONTRACTOR.

8 2. OBLIGATIONS OF THE COUNTY

9 A. COUNTY shall compensate each contractor as provided in this Agreement.

10 B. There are two "COUNTY Representatives," each of whom will represent the  
11 COUNTY as provided in this agreement and will work with each CONTRACTOR in carrying out the  
12 provisions of this Agreement. The COUNTY Representative for Group I facilities (Special Districts and  
13 Disposal Sites) will be the COUNTY Director of Public Works and Planning or his or her designee. The  
14 COUNTY Representative for Group II facilities (Facility Services) will be the Internal Services  
15 Department, Facilities Services Division Manager or his or her designee. Each CONTRACTOR shall  
16 communicate and coordinate with the appropriate COUNTY Representative, based on the facilities  
17 designated on that CONTRACTOR's portion of Exhibit B, and each COUNTY Representative will  
18 provide the following services:

19 1) Examine documents submitted to the COUNTY by each CONTRACTOR and  
20 timely render decisions pertaining thereto; and

21 2) Provide communication between each CONTRACTOR and COUNTY officials and  
22 commissions.

23 C. Each COUNTY Representative shall give consideration to all matters submitted  
24 for approval by each CONTRACTOR in a manner that advances the mutual intent of the COUNTY and  
25 the relevant CONTRACTOR to avoid any substantial delays in that CONTRACTOR's program of work.

26 3. TERM

27 The term of this Agreement shall be for a period of three (3) years, commencing on November 1,  
28 2021 through and including October 31, 2024. This Agreement may be extended for two (2) additional

1 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days  
2 prior to the first day of the next twelve (12) month extension period. The Director of the Department of  
3 Public Works and Planning, or his or her designee is authorized to execute such written approval on behalf  
4 of COUNTY based on CONTRACTOR'S satisfactory performance.

5 4. TERMINATION

6 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
7 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
8 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
9 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

10 B. Breach of Contract - The COUNTY may immediately suspend or terminate this  
11 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 12 1) An illegal or improper use of funds;
- 13 2) A failure to comply with any term of this Agreement;
- 14 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 15 4) Improperly performed service.

16 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
17 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such  
18 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.  
19 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any  
20 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were  
21 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund  
22 any such funds upon demand.

23 C. Without Cause - Under circumstances other than those set forth above, this  
24 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an  
25 intention to terminate to CONTRACTOR.

26 5. COMPENSATION/INVOICING: The COUNTY shall only provide compensation and payment  
27 to each CONTRACTOR for work authorized by the COUNTY Representative.

28 The COUNTY will compensate and pay each CONTRACTOR for labor, travel time, parts, pump

1 rigs, service trucks and equipment utilized for COUNTY authorized work in accordance with the rates  
2 provided in Exhibit B. CONTRACTOR shall submit invoices in triplicate to the County of Fresno Department  
3 of Public Works and Planning.

4 In no event shall compensation paid by the COUNTY for services performed under this Agreement  
5 by all CONTRACTORS exceed the maximum annual amount of \$600,000.00. The total maximum  
6 cumulative amount payable to all CONTRACTORS considered collectively for the services to be provided  
7 under this agreement, including the initial three-year term and the two potential one-year renewal periods,  
8 shall not exceed \$3,000,000.00. It is understood that all expenses incidental to CONTRACTOR'S  
9 performance of services under this Agreement shall be borne by that CONTRACTOR.

10 CPI ADJUSTMENT: For each of the two additional one-year renewal periods past the three year  
11 initial term, if the COUNTY Representative and each CONTRACTOR extend the Agreement as to that  
12 CONTRACTOR, the CONTRACTOR's price quote(s) for hourly labor rates and travel time rate per mile will  
13 be increased by three percent (3%).

14 Each CONTRACTOR shall prepare and send to the COUNTY a separate invoice for each work  
15 project and for each facility where the work is performed. The invoice shall be dated, have an invoice  
16 number, identify the facility where the work is performed, provide an itemized description of what was  
17 repaired, replaced or improved, hours of labor (including when hourly charges began and ended), rates,  
18 parts, quantities, costs and totals.

19 For Group I facilities, the invoices shall be sent to:

20 Fresno County Department of Public Works and Planning  
21 Resources Division, Special Districts Section  
22 2220 Tulare Street, Sixth Floor  
23 Fresno, CA 93721-2106

24 For Group II facilities, the invoices shall be sent to:

25 Fresno County Internal Services Department  
26 Facilities Services Division  
27 4590 East Kings Canyon Road  
28 Fresno, CA 93702

COUNTY shall pay each CONTRACTOR within forty-five (45) days after receipt and verification of  
the accuracy and sufficiency of that CONTRACTOR's invoice(s) by the applicable department (for Group I

1 facilities, the Department of Public Works and Planning; for Group II facilities, the Internal Services  
2 Department). In the event that a submitted invoice contains any errors or is otherwise determined to be  
3 insufficient, the applicable department will request that corrections be made, and a revised invoice shall be  
4 resubmitted by CONTRACTOR. Each CONTRACTOR understands that the 45-day time frame shall  
5 commence only upon receipt and verification by the applicable department that a sufficient invoice has  
6 been submitted.

7       6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed  
8 by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR,  
9 including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and  
10 performing as an independent contractor, and shall act in an independent capacity and not as an officer,  
11 agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY  
12 shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall  
13 perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as  
14 to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions  
15 thereof.

16       CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and  
17 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

18       Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right  
19 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable  
20 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
21 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating  
22 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all  
23 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
24 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

25       7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the  
26 written consent of all the parties without, in any way, affecting the remainder.

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

1           9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at  
2 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and  
3 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or  
4 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its  
5 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including  
6 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,  
7 or corporation who may be injured or damaged by the performance, or failure to perform, of  
8 CONTRACTOR, its officers, agents, or employees under this Agreement.

9           The provisions of this Section 9 shall survive termination of this Agreement.

10           10. INSURANCE

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

15           A.     Commercial General Liability

16           Commercial General Liability Insurance with limits of not less than Two Million Dollars  
17 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
18 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
19 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
20 liability or any other liability insurance deemed necessary because of the nature of this contract.

21           B.     Automobile Liability

22           Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
23 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
24 used in connection with this Agreement.

25           C.     Professional Liability

26           If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
27 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
28 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

1 D. Worker's Compensation

2 A policy of Worker's Compensation insurance as may be required by the California Labor  
3 Code.

4 Additional Requirements Relating to Insurance

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

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

17 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
18 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
19 foregoing policies, as required herein, to the County of Fresno, Department of Public Works and Planning,  
20 Resources Division, 2220 Tulare Street, 6<sup>th</sup> Floor, Fresno, California 93721, Attn: Special Districts Section,  
21 stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its  
22 officers, agents and employees will not be responsible for any premiums on the policies; that for such  
23 worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its  
24 officers, agents, and employees any amounts paid under the insurance policy and that waiver does not  
25 invalidate the insurance policy; that such Commercial General Liability insurance names the County of  
26 Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only  
27 insofar as the operations under this Agreement are concerned; that such coverage for additional insured  
28 shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its



1 officers, agents and employees, shall be excess only and not contributing with insurance provided under  
2 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a  
3 minimum of thirty (30) days advance, written notice given to COUNTY.

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

7 All policies shall be issued by admitted insurers licensed to do business in the State of California,  
8 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A  
9 FSC VII or better.

10 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours,  
11 and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of  
12 its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall,  
13 upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data  
14 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

15 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to  
16 the examination and audit of the California State Auditor for a period of three (3) years after final payment  
17 under contract (Government Code Section 8546.7).

18 12. NOTICES: The persons and their addresses having authority to give and receive notices under  
19 this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	SEE EXHIBIT A
Special Districts Administrator	
Department of Public Works and	
Planning	
2220 Tulare Street, 6 <sup>th</sup> Floor	
Fresno, CA 93721	
Internal Services Department	
Facility Services Division	
Facility Services Manager	
4590 E. Kings Canyon Road	
Fresno, CA 93702	

27  
28 All notices between the COUNTY and CONTRACTOR provided for or permitted under this

1 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
2 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
3 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
4 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
5 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
6 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
7 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
8 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
9 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
10 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
11 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
12 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
13 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
14 beginning with section 810).

15       13. ADDITION AND DELETION OF CONTRACTORS: The Director of Public Works and Planning  
16 and the Director of Internal Services/Chief Information Officer reserve the right at any time to during the  
17 term of this Agreement to add new CONTRACTORS to those listed in Exhibit A. It is understood any such  
18 additions will not affect compensation paid to any other CONTRACTOR, and therefore, such additions may  
19 be made by COUNTY without notice or approval of the on the CONTRACTOR's under this Agreement. Any  
20 such contractors added must qualify according to the terms of RFQ No. 21-062. CONTRACTORS also  
21 agree that inclusion on Exhibit A does not constitute a guarantee or promise that any CONTRACTOR shall  
22 provide any certain amount of work or services to COUNTY under this Agreement. Each CONTRACTOR  
23 understands that any such additions will not affect their compensation. These same provisions apply to the  
24 termination of any CONTRACTOR listed in Exhibit A.

25       By executing a signature page, each CONTRACTOR becomes a signatory to this Agreement, and  
26 agrees that is party to this Agreement with the COUNTY and is bound by its terms.

27       14. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only  
28 be in Fresno County, California.

1 The rights and obligations of the parties and all interpretation and performance of this Agreement  
2 shall be governed in all respects by the laws of the State of California.

3 **15. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

4 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit  
5 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status  
6 to operate as a corporation.

7 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions  
8 that they are a party to while CONTRACTOR is providing goods or performing services under this  
9 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party  
10 and in which one or more of its directors has a material financial interest. Members of the Board of  
11 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a  
12 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated herein by  
13 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
14 immediately thereafter.

15 **16. ELECTRONIC SIGNATURE:** The parties agree that this Agreement may be executed by  
16 electronic signature as provided in this section. An "electronic signature" means any symbol or process  
17 intended by an individual signing this Agreement to represent their signature, including but not limited to (1)  
18 a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned  
19 and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature  
20 affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of  
21 the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any  
22 administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten  
23 signature of that person. The provisions of this section satisfy the requirements of Civil Code section  
24 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,  
25 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and  
26 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),  
27 and agrees that each other party may rely upon that representation. This Agreement is not conditioned  
28 upon the parties conducting the transactions under it by electronic means and either party may sign this

1 Agreement with an original handwritten signature.

2           17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the  
3 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
4 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
5 understanding of any nature whatsoever unless expressly included in this Agreement. In the event of any  
6 inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be  
7 resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding all  
8 Exhibits other than Exhibit A; (2) Exhibit B, contractor pricing; and (3) Exhibit C, the self-dealing transaction  
9 form.

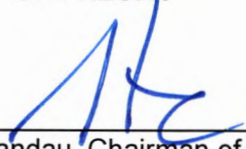
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first  
2 hereinabove written.

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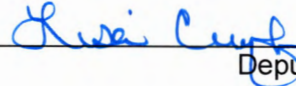
**CONTRACTORS:  
SEE ADDITIONAL SIGNATURE  
PAGES ATTACHED**

**COUNTY OF FRESNO**



\_\_\_\_\_  
Steve Brandau, Chairman of the Board of  
Supervisors of the County of Fresno

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

By:  \_\_\_\_\_  
Deputy

**FOR ACCOUNTING USE ONLY:**

Various County Service Areas and Waterworks Districts:  
Orgs 9140, 9141, 9145, 9150, 9250, 9154, 9163, 9170, 9171, 9166, 9172, 9322, 9320, 9181,  
9255, 9254, 9323, 9324, 9325, 9212, 9301, 9244, 9246, 9247, 9310, 9249, 9357, 9358, 9360,  
9361, 9351, 9362

Various Disposal Sites:  
Orgs 9026 and 9020

Accounts: 7205, 7220, 7295

Facility Services:  
Org: 8935  
Account: 7205  
Fund: 1045  
Subclass: 10000

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**CONTRACTOR:**  
**SHAVER LAKE CONSTRUCTION**

By W. Blair  
Print Name: Wendy Blair  
Title: CFO, Owner

**Mailing Address:**

PO Box 247  
Shaver Lake, CA 93664  
Phone: (559) 841-3747  
Email: [wendy@shaverlakeconstruction.com](mailto:wendy@shaverlakeconstruction.com)

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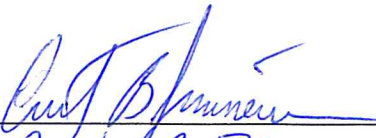
**CONTRACTOR:**  
**DXP ENTERPRISES, INC.**

By   
Print Name: Greg Scott  
Title: Projects Team Manager

**Mailing Address:**  
1122 Carrier Parkway Ave.  
Bakersfield, CA 93308  
Phone: (714) 779-0911  
Email: [marc.sanchez@dxpe.com](mailto:marc.sanchez@dxpe.com)

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**CONTRACTOR:**  
**ZIM INDUSTRIES, INC.**

By   
Print Name: Curt B. Zimmerman  
Title: President

**Mailing Address:**  
4532 E. Jefferson Ave.  
Fresno, CA 93725  
Phone: (559) 834-1551  
Email: [dc@zimindustries.com](mailto:dc@zimindustries.com)



SPECIAL DISTRICTS WATER AND WASTEWATER SYSTEMS  
&  
RESOURCES DISPOSAL SITES

Water and Wastewater Systems

CSA 1 Account 7205 Fund 0740 Subclass 16000 Org 9141  
CSA 5 Account 7205 Fund 0750 Subclass 16000 Org 9145  
CSA 10 Account 7205 Fund 0770 Subclass 16000 Org 9150  
CSA 10A Account 7205 Fund 0770 Subclass 16800 Org 9250  
CSA 14 Account 7205 Fund 0780 Subclass 16000 Org 9154  
CSA 23 Account 7205 Fund 0790 Subclass 16000 Org 9163  
CSA 30 Account 7205 Fund 0800 Subclass 16000 Org 9170  
CSA 31 Account 7205 Fund 0200 Subclass 12000 Org 9171  
CSA 31B Account 7205 Fund 0810 Subclass 16120 Org 9166  
CSA 32 Account 7205 Fund 0820 Subclass 16000 Org 9172  
CSA 34WWTF Account 7205 Fund 0830 Subclass 16202 Org 9320  
CSA 34SWTP Account 7205 Fund 0830 Subclass 16203 Org 9322  
CSA 34A Account 7205 Fund 0830 Subclass 16200 Org 9181  
CSA 34B Account 7205 Fund 0830 Subclass 16211 Org 9255  
CSA 34C Account 7205 Fund 0830 Subclass 16210 Org 9254  
CAA 34D Account 7205 Fund 0830 Subclass 16204 Org 9323  
CSA 34F Account 7205 Fund 0830 Subclass 16206 Org 9324  
CSA 34G Account 7205 Fund 0830 Subclass 16205 Org 9325  
CSA 39AB Account 7205 Fund 0850 Subclass 16350 Org 9212  
CSA 43W Account 7205 Fund 0230 Subclass 12150 Org 9301  
CSA 44A Account 7205 Fund 0870 Subclass 16400 Org 9244  
CSA 44C Account 7205 Fund 0870 Subclass 16420 Org 9246  
CSA 44D Account 7205 Fund 0870 Subclass 16430 Org 9247  
CSA 47 Account 7205 Fund 4030 Subclass 40680 Org 9310  
CSA 49 Account 7205 Fund 0235 Subclass 12800 Org 9249  
WWD 37 Account 7205 Fund 0880 Subclass 16000 Org 9357  
WWD 38 Account 7205 Fund 0890 Subclass 16000 Org 9358  
WWD 40 Account 7205 Fund 0900 Subclass 16000 Org 9360  
WWD 41W Account 7205 Fund 0910 Subclass 16000 Org 9361  
WWD 41S Account 7205 Fund 0920 Subclass 16000 Org 9351  
WWD 42 Account 7205 Fund 0930 Subclass 16000 Org 9362  
JUVENILE JUSTICE CAMPUS Account 7205 Fund 0801 Subclass 16900 Org 9140

Disposal Sites

American Avenue Account 7205 Fund 0700 Subclass 15000 Org 9026  
Southeast Regional Account 7205 Fund 0720 Subclass 15000 Org 9020

**LIST OF CONTRACTORS**

<b>CONTRACTOR NAME</b>	<b>ADDRESS</b>	<b>CONTRACTOR CONTACT</b>
1. Shaver Lake Construction	P.O. Box 247 Shaver Lake, CA 93644	Contact: Wendy Blair Phone: (559) 841-3747 E-mail: <a href="mailto:wendy@shaverlakeconstruction.com">wendy@shaverlakeconstruction.com</a>
2. DXP Enterprises, Inc.	1122 Carrier Parkway Ave. Bakersfield, CA 93308	Contact: Marc Sanchez Phone: (714) 779-0911 Email: <a href="mailto:marc.sanchez@dxpe.com">marc.sanchez@dxpe.com</a>
3. Zim Industries, Inc.	4532 E Jefferson Ave. Fresno, CA 93725	Contact: Curt B. Zimmerer Phone: (559) 834-1551 Email: <a href="mailto:dc@zimindustries.com">dc@zimindustries.com</a>

<b>DXP ENTERPRISES, INC</b>					
(714) 779-0911					
marc.sanchez@dxpe.com					
<b>VALLEY DISTRICT</b>	<b>Per Hour</b>	<b>MOUNTAIN DISTRICT</b>	<b>Per Hour</b>	<b>WESTERN DISTRICT</b>	<b>Per Hour</b>
<b>Pump Rig:</b>		<b>Pump Rig:</b>		<b>Pump Rig:</b>	
Service Truck - 1 man	\$125.00	Service Truck - 1 man	\$125.00	Service Truck - 1 man	\$125.00
Service Truck - 2 man	\$250.00	Service Truck - 2 man	\$250.00	Service Truck - 2 man	\$250.00
<b>3 to 5 ton Service Truck:</b>		<b>3 to 5 ton Service Truck:</b>		<b>3 to 5 ton Service Truck:</b>	
1 man	\$165.00	1 man	\$165.00	1 man	\$165.00
2 man	\$330.00	2 man	\$330.00	2 man	\$330.00
<b>10 ton Service Truck</b>		<b>10 ton Service Truck</b>		<b>10 ton Service Truck</b>	
1 man	\$165.00	1 man	\$165.00	1 man	\$165.00
2 man	\$330.00	2 man	\$330.00	2 man	\$330.00
<b>Backhoe</b>	N/A	<b>Backhoe</b>	N/A	<b>Backhoe</b>	N/A
<b>Total Equipment</b>		<b>Total Equipment</b>		<b>Total Equipment</b>	
<b>Labor Rates:</b>		<b>Labor Rates:</b>		<b>Labor Rates:</b>	
In Shop Rate	\$125.00	In Shop Rate	\$125.00	In Shop Rate	\$125.00
On Site Rate	\$125.00	On Site Rate	\$125.00	On Site Rate	\$125.00
(State the increment hourly rate is billed i.e. 1/4, 1/3, 1/2 etc.)	1/2	(State the increment hourly rate is billed i.e. 1/4, 1/3, 1/2 etc.)	1/2	(State the increment hourly rate is billed i.e. 1/4, 1/3, 1/2 etc.)	1/2
Over time Rate	\$187.50	Over time Rate	\$187.50	Over time Rate	\$187.50
(State when overtime begins)	after 8 hrs	(State when overtime begins)	after 8 hrs	(State when overtime begins)	after 8 hrs
After Hours Rate	\$187.50	After Hours Rate	\$187.50	After Hours Rate	\$187.50
(State time of day After Hours begins)	5:00 PM	(State time of day After Hours begins)	5:00 PM	(State time of day After Hours begins)	5:00 PM
Holiday and Weekend Rate	\$250.00	Holiday and Weekend Rate	\$250.00	Holiday and Weekend Rate	\$250.00
Charge for Pick up	Varies	Charge for Pick up	Varies	Charge for Pick up	Varies
Charge for Delivery	Varies	Charge for Delivery	Varies	Charge for Delivery	Varies
<b>Travel Rates Per Mile:</b>	\$1.00	<b>Travel Rates Per Mile:</b>	\$1.00	<b>Travel Rates Per Mile:</b>	\$1.00

# Shaver Lake Construction

(559) 841-3747

wendy@shaverlakeconstruction.com

VALLEY DISTRICT:	Per Hour	MOUNTAIN DISTRICT	Per Hour	WESTERN DISTRICT	Per Hour
<b>Pump Rig:</b>		<b>Pump Rig:</b>		<b>Pump Rig:</b>	
Service Truck - 1 man	No Bid	Service Truck - 1 man	\$98.00	Service Truck - 1 man	No Bid
Service Truck - 2 man	No Bid	Service Truck - 2 man	\$196.00	Service Truck - 2 man	No Bid
<b>3 to 5 ton Service Truck:</b>		<b>3 to 5 ton Service Truck:</b>		<b>3 to 5 ton Service Truck:</b>	
1 man	No Bid	1 man	\$148.00	1 man	No Bid
2 man	No Bid	2 man	\$246.00	2 man	No Bid
<b>10 ton Service Truck</b>		<b>10 ton Service Truck</b>		<b>10 ton Service Truck</b>	
1 man	No Bid	1 man	\$163.00	1 man	No Bid
2 man	No Bid	2 man	\$261.00	2 man	No Bid
<b>Backhoe</b>	No Bid	<b>Backhoe</b>	\$148.00	<b>Backhoe</b>	No Bid
<b>Total Equipment</b>		<b>Total Equipment</b>		<b>Total Equipment</b>	
<b>Labor Rates:</b>		<b>Labor Rates:</b>		<b>Labor Rates:</b>	
In Shop Rate	No Bid	In Shop Rate	N/A	In Shop Rate	No Bid
On Site Rate	No Bid	On Site Rate	\$98.00	On Site Rate	No Bid
(State the increment hourly rate is billed i.e. 1/4, 1/3, 1/2 etc.)		(State the increment hourly rate is billed i.e. 1/4, 1/3, 1/2 etc.)	1/2	(State the increment hourly rate is billed i.e. 1/4, 1/3, 1/2 etc.)	
Over time Rate	No Bid	Over time Rate	\$147.00	Over time Rate	No Bid
(State when overtime begins)		(State when overtime begins)	after 8 hrs	(State when overtime begins)	
After Hours Rate	No Bid	After Hours Rate	\$147.00	After Hours Rate	No Bid
(State time of day After Hours begins)		(State time of day After Hours begins)	after 8 hrs	(State time of day After Hours begins)	
Holiday and Weekend Rate	No Bid	Holiday and Weekend Rate	\$147.00	Holiday and Weekend Rate	No Bid
Charge for Pick up	No Bid	Charge for Pick up	None	Charge for Pick up	No Bid
Charge for Delivery	No Bid	Charge for Delivery	None	Charge for Delivery	No Bid
<b>Travel Rates Per Mile:</b>	No Bid	<b>Travel Rates Per Mile:</b>	None	<b>Travel Rates Per Mile:</b>	No Bid

# Zim Industries

(559) 834-1551

dc@zimindustries.com

VALLEY DISTRICT:	Per Hour	Overtime Rates	MOUNTAIN DISTRICT	Per Hour	WESTERN DISTRICT	Per Hour	Overtime Rates
<b>Pump Rig:</b>			<b>Pump Rig:</b>		<b>Pump Rig:</b>		
Service Truck - 1 man	\$125.00	\$187.50	Service Truck - 1 man	No Bid	Service Truck - 1 man	\$125.00	\$187.50
Service Truck - 2 man	\$175.00	\$262.50	Service Truck - 2 man	No Bid	Service Truck - 2 man	\$175.00	\$262.50
<b>3 to 5 ton Service Truck:</b>			<b>3 to 5 ton Service Truck:</b>		<b>3 to 5 ton Service Truck:</b>		
1 man	\$190.00	\$285.00	1 man	No Bid	1 man	\$190.00	\$285.00
2 man	\$240.00	\$360.00	2 man	No Bid	2 man	\$240.00	\$360.00
<b>10 ton Service Truck</b>			<b>10 ton Service Truck</b>		<b>10 ton Service Truck</b>		
1 man	\$200.00	\$300.00	1 man	No Bid	1 man	\$200.00	\$300.00
2 man	\$250.00	\$375.00	2 man	No Bid	2 man	\$250.00	\$375.00
<b>Backhoe</b>	\$200.00	\$300.00	<b>Backhoe</b>	No Bid	<b>Backhoe</b>	\$200.00	\$300.00
<b>Total Equipment</b>			<b>Total Equipment</b>		<b>Total Equipment</b>		
<b>Labor Rates:</b>			<b>Labor Rates:</b>		<b>Labor Rates:</b>		
In Shop Rate	\$105.00	\$157.50	In Shop Rate	No Bid	In Shop Rate	\$105.00	\$157.50
On Site Rate	\$125.00	\$187.50	On Site Rate	No Bid	On Site Rate	\$125.00	\$187.50
(State the increment hourly rate is billed i.e. ¼, 1/3, ½ etc.)	1/4		(State the increment hourly rate is billed i.e. ¼, 1/3, ½ etc.)		(State the increment hourly rate is billed i.e. ¼, 1/3, ½ etc.)	1/4	
Over time Rate			Over time Rate	No Bid	Over time Rate		
(State when overtime begins)	after 8 hrs		(State when overtime begins)		(State when overtime begins)	after 8 hrs	
After Hours Rate			After Hours Rate	No Bid	After Hours Rate		
(State time of day After Hours begins)	after 4:00 pm		(State time of day After Hours begins)		(State time of day After Hours begins)	after 4:00 PM	
Holiday and Weekend Rate			Holiday and Weekend Rate	No Bid	Holiday and Weekend Rate		
Charge for Pick up	\$125.00	\$187.50	Charge for Pick up	No Bid	Charge for Pick up	\$125.00	\$187.50
Charge for Delivery	\$125.00	\$187.50	Charge for Delivery	No Bid	Charge for Delivery	\$125.00	\$187.50
<b>Travel Rates Per Mile:</b>	\$3.00		<b>Travel Rates Per Mile:</b>	No Bid	<b>Travel Rates Per Mile:</b>	\$3.00	

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "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 utilized 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

**(1) Company Board Member Information:**

<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			

**(2) Company/Agency Name and Address:**

**(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):**

**(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):**

**(5) Authorized Signature**

<b>Signature:</b>		<b>Date:</b>	
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