

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 12th day of July, 2022, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and W.M. Lyles, Co., a California Corporation whose address is 1525 W. Alluvial Avenue, Fresno, CA. 93711, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, on December 1, 2020, the COUNTY entered into a purchasing agreement with W.M. Lyles, Co. for a two-year term for a total maximum amount of \$150,000.

WHEREAS, on January 11, 2021, the W.M. Lyles Purchasing Agreement # P-20-451, amount was increased to a maximum amount of \$200,000.

WHEREAS, there have been extensive repairs since the execution of Agreement No. 20-451 and the COUNTY has reached the purchasing manager's authority of \$200,000.

WHEREAS, the COUNTY and the CONTRACTOR now desires to convert the Purchasing Agreement to a Board Agreement to increase the contract value from \$200,000 to \$300,000 for the first 2-years and \$150,000 per year for the remaining year and two successive renewals, for a total of \$750,000 maximum compensation for the 3-year term of the contract and two consecutive renewals, to meet the repairs/general contractor services for Fresno County operated water and wastewater Special Districts, as indicated in Section 1A below.

WHEREAS, the COUNTY requires general contracting services and emergency general contracting services in order to provide municipal water and sewer services, and operate and maintain water and sewer treatment facilities within Special Districts; and

WHEREAS, such general contracting services may include, but not be limited to; road repairs, painting, concrete repair, emergency water and sewer line repair, step tank excavation and confined space work; and

WHEREAS, emergency services may be required when demanded by circumstances, in order to meet minimum health and safety standards for water and sewer services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein

1 contained, the parties hereto agree as follows:

2 1. OBLIGATIONS OF THE CONTRACTOR

3 A. CONTRACTOR shall provide all services (including but not limited to, labor,
4 material, equipment, transportation and taxes) related to general and emergency contractor services for
5 the following Special Districts:

- 6 1. County Service Area No. 1 (Tamarack)
- 7 2. County Service Area No. 5 (Wildwood Island)
- 8 3. County Service Area No. 10 (Cumorah Knolls)
- 9 4. County Service Area No. 10A (Mansionette Estates)
- 10 5. County Service Area No. 14 (Belmont Manor)
- 11 6. County Service Area No. 23 (Exchequer Heights)
- 12 7. County Service Area No. 30 (El Porvenir)
- 13 8. County Service Area No. 31B (Shaver Lake)
- 14 9. County Service Area No. 32 (Cantua Creek)
- 15 10. County Service Area No. 34 (Millerton New Town)
- 16 11. County Service Area No. 34SWTP (Surface Water Treatment Plant)
- 17 12. County Service Area No. 34WWTF (Wastewater Treatment Plant)
- 18 13. County Service Area No. 34A (Brighton Crest)
- 19 14. County Service Area No. 34B (Ventana Hills)
- 20 15. County Service Area No. 34C (Bella Vista)
- 21 16. County Service Area No. 34D (Renaissance at Bella Vista)
- 22 17. County Service Area No. 34F (The Vistas)
- 23 18. County Service Area No. 34G (Granville)
- 24 19. County Service Area No. 43W (Raisin City)
- 25 20. County Service Area No. 44A (Friant Mobile Home Park)
- 26 21. County Service Area No. 44C (Riverview Ranch)
- 27 22. County Service Area No. 44D (Monte Verdi)
- 28 23. County Service Area No. 47 (Quail Lake)

24. County Service Area No. 49 (O'Neil's Farming)
25. Waterworks District No. 37 (Mile High)
26. Waterworks District No. 38 (Sky Harbour)
27. Waterworks District No. 40 (Shaver Springs)
28. Waterworks District No. 41W (Shaver Lake)
29. Waterworks District No. 41S (Shaver Lake)
30. Waterworks District No. 42 (Alluvial/Fancher)
31. JJC (Juvenile Justice Campus)

B. CONTRACTOR shall perform the services in accordance with all standard contractor, mechanical, plumbing and building codes as described in the California Building Standards under Title 24 of the California Code of Regulations. CONTRACTOR shall charge for services rendered at the rates hereafter set forth in Section 5, COMPENSATION.

C. Services shall be performed on an as-needed basis upon notification by the COUNTY Representative, as defined in Section 2.B. below. The notification may be given by telephone call, email or other writing. Upon notification by the COUNTY Representative, CONTRACTOR shall provide to the COUNTY Representative a date and time of the CONTRACTOR's estimated arrival at the job site. The contact person for the CONTRACTOR is: Tyler Caglia: Office: (559) 268-1540; Cell Phone (559) 470-8750; Email: tcaglia@wmlylesco.com.

2. OBLIGATIONS OF THE COUNTY

A. COUNTY shall compensate the CONTRACTOR as provided in Section 5 of this agreement.

B. The COUNTY Representative shall work with the CONTRACTOR in carrying out the provisions of this Agreement. The COUNTY Representative is the COUNTY Director of the Department of Public Works and Planning or his or her designee. The CONTRACTOR shall communicate and coordinate with the COUNTY Representative, who will provide the following services:

- 1) Examine documents submitted to the COUNTY and work with the CONTRACTOR and timely render decisions pertaining to those documents; and

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2) Provide communication between the CONTRACTOR and COUNTY officials and commissions (including Fresno County Department of Public Works and Planning).

C. COUNTY shall give reasonably prompt consideration to all matters submitted by the CONTRACTOR for approval to the end that there will be no substantial delays in the CONTRACTOR's program of work. An approval, authorization, or request given by the COUNTY to the CONTRACTOR will only be binding upon the COUNTY under the terms of this Agreement if the approval, authorization, or request is in writing and signed on behalf of the COUNTY by the COUNTY Representative or a designee.

3. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on December 20, 2020, through and including December 19, 2023. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of Public Works and Planning, or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

4. TERMINATION

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

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

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

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such

1 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
2 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
3 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
4 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
5 any such funds upon demand.

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

9 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
10 CONTRACTOR agrees to receive compensation as detailed in Exhibit A.

11 CONTRACTOR shall submit monthly invoices to the County of Fresno Department of Public Works and
12 Planning, Resources Division, Special Districts Administration.

13 In no event shall compensation paid for services performed under this Agreement be in excess of
14 \$750,000 during the term of this Agreement. It is understood that all expenses incidental to
15 CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

16 A. Payments will be made by the COUNTY upon receipt and approval of the
17 CONTRACTOR's invoices. CONTRACTOR shall submit to the County of Fresno Department of Public
18 Works and Planning a separate invoice for each special district, or facility serviced. Invoices shall
19 clearly identify the county service area, county waterworks district, or facility where the work was
20 performed, and a cost breakdown based on the service provided and prices stated in Section 5.
21 COMPENSATION. CONTRACTOR shall send all invoices by United States Mail to:

22 Fresno County Department of Public Works and Planning
23 Resources Division, Special Districts Administration
24 2220 Tulare Street, Sixth Floor
25 Fresno, CA 93721

26 B. COUNTY shall pay CONTRACTOR within forty-five (45) days after receipt and
27 verification of the accuracy and sufficiency of CONTRACTOR's invoice(s). In the event that a submitted
28 invoice contains any errors or is otherwise determined to be insufficient, COUNTY will request that
corrections be made, and a revised invoice shall be resubmitted by CONTRACTOR. CONTRACTOR

1 understands that the 45-day time frame shall commence only upon receipt and verification that a
2 sufficient invoice has been submitted.

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

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

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

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

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

25 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
26 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
27 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
28 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its

1 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
2 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
3 or corporation who may be injured or damaged by the performance, or failure to perform, of
4 CONTRACTOR, its officers, agents, or employees under this Agreement.

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

6 10. INSURANCE

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

11 A. Commercial General Liability

12 Commercial General Liability Insurance with limits of not less than Two Million Dollars
13 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
14 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
15 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
16 liability or any other liability insurance deemed necessary because of the nature of this contract.

17 B. Automobile Liability

18 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
19 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
20 used in connection with this Agreement.

21 C. Professional Liability

22 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
23 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
24 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

25 D. Worker's Compensation

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

28 Additional Requirements Relating to Insurance

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

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

13 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
14 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
15 foregoing policies, as required herein, to the County of Fresno, Department of Public Works and Planning,
16 Resources Division, 2220 Tulare Street, 6th Floor, Fresno, California 93721, Attn: Special Districts Section,
17 stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its
18 officers, agents and employees will not be responsible for any premiums on the policies; that for such
19 worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its
20 officers, agents, and employees any amounts paid under the insurance policy and that waiver does not
21 invalidate the insurance policy; that such Commercial General Liability insurance names the County of
22 Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only
23 insofar as the operations under this Agreement are concerned; that such coverage for additional insured
24 shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
25 officers, agents and employees, shall be excess only and not contributing with insurance provided under
26 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a
27 minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

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

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

COUNTY OF FRESNO

Department of Public Works and Planning
Resources Division, Special Districts Administration
2220 Tulare Street, Sixth Floor
Fresno, CA 93721

CONTRACTOR

W.M. Lyles, Co.
1210 W. Olive Ave.
P.O. Box 4377
Fresno, CA 93744

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. 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. 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. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the

1 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
2 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
3 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
4 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
5 beginning with section 810).

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

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

10 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

22 15. ELECTRONIC SIGNATURE: The parties agree that this Agreement may be executed by
23 electronic signature as provided in this section. An "electronic signature" means any symbol or process
24 intended by an individual signing this Agreement to represent their signature, including but not limited to (1)
25 a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned
26 and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature
27 affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of
28 the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any

administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

17. SEVERABILITY:

If any provision of this agreement is found or deemed to be invalid, this agreement shall be construed as not containing that provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are hereby declared to be severable.

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

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4 **CONTRACTOR**

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6 (Authorized Signature)

7 Kevin R. Shigematsu, Sr. Vice President

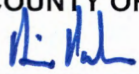
8 Print Name & Title

9 525 W. Alluvial Ave.

10 Fresno, CA 93711

11 Mailing Address

COUNTY OF FRESNO


Brian Pacheco, 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

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13
14
15 By: 
16 Deputy

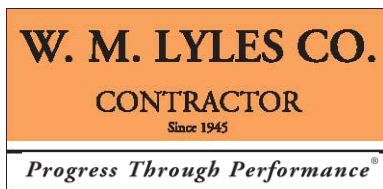
17 **FOR ACCOUNTING USE ONLY:**

18 Fund: See Exhibit C

19 Subclass: See Exhibit C

20 ORG: See Exhibit C

21 Account: See Exhibit C
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California Contractor's License No. 422390

EXHIBIT A

Central Division - **Bakersfield Office**
P.O. Box 80605
Bakersfield, CA 93380
Telephone (661) 387-1600
Fax (661) 387-1620

www.wmlylesco.com
An Equal Opportunity Employer
DIR #100001448

TO OUR CUSTOMERS:

Effective July 1, 2021, our Standard Cost-Plus billing formula will be as follows:

1. Labor: Hours billed according to job payroll records, per the terms below.
 - (a) Craftsmen will be paid in accordance with the attached labor rates.
2. Insurance and Taxes (Including Workers' Compensation, applicable insurance and taxes.)
 - (a) Water Mains and Gas Distribution: 20% of Labor
 - (b) Sanitary Sewer and Storm Drain Lines: 19% of Labor
 - (c) Excavation: 21% of Labor
 - (d) Concrete: 22% of Labor
 - (e) Conduit: 19% of Labor
 - (f) Irrigation: 21% of Labor
 - (g) Grading - Street and Road Construction: 20% of Labor
 - (h) Paving - Street and Road Construction: 20% of Labor
 - (i) Millwright: 19% of Labor
3. Tool Expense: 6% of Labor.
4. Welfare and Pension Fund: As per the Fringe Benefits listed on the attached rate sheet.
5. Subsistence: Billed at Actual Cost (if applicable).
6. Materials and Subcontract: According to Suppliers' Bills.
7. Equipment: As per our established Cost-Plus Rates (attached).
8. Overhead: 10% of Items 1 through 7.
9. Profit: 10% of Items 1 through 8.

Crews will be billed at 8 hours minimum during a working day (including weekends and holidays). Straight time, overtime, and double time will be billed according to all pertinent laws and union agreements. Minimum hours are applicable to a crew's overall schedule during a working day, and may be billed proportionally if the crew works on another project during the same day. For planned work, billable daily crew hours will start once work begins onsite and will stop once work ends onsite (or once the minimum daily hours are reached, whichever is later). For emergency callouts, the billable hours include travel time to and from the work site.

Pickups and gang trucks are charged to jobs the same hours as the crew. All other company-owned equipment will be charged a minimum charge of four hours per day. Rental equipment will be billed at cost plus.

We appreciate your placing this schedules on file. Should any further changes be made, we will notify you as they occur. All insurance and tax percentages and the labor and equipment rates are subject to change yearly on July 1st.

We hope that you will call on us whenever we can be of service, and assure you that we shall welcome any opportunity to be of assistance in carrying out our plans.

Thank you,
W. M. Lyles Co.

Kevin R. Shigematsu
Sr. Vice President

W. M. LYLES CO.
P.O. Box 28130, Fresno, CA 93729

To Our Customers:

Date:

07/01/21

Please place this letter in your file as a revision to our Schedule of Labor Rates for:
Fresno, Kings, Madera, Tulare Counties

FIELD CRAFT DESCRIPTION	BASE + VACATION RATE PER HOUR	FRINGES PER HOUR
Operating Engineers:		
OE Foreman	*	26.59
Group 1 - Excavator (7 Cyds and Over)	59.26	26.59
Group 2A - Crane (>45 TNS)	58.38	26.59
Group 2 - Excavator (3.5 Cyds up to 7 CYDS)	57.73	26.59
Group 3A - Crane (<45 TNS)	56.64	26.59
Group 3 - Loader (>4 CYDS)/Backhoe (>3/4 CYDS)/Dozer	56.25	26.59
Group 4 - Loader (<4 CYDS)/Backhoe (<3/4 CYDS)/Dozer	54.87	26.59
Group 5 - Sideboom (<D6)/Trencher (>5' Depth)	53.60	26.59
Group 6 - Skidsteer	52.28	26.59
Group 7 - Trencher (<5' Depth)	51.14	26.59
Group 8 - Comp. Opr./Forklift	50.00	26.59
Laborers:		
Senior Laborer Foreman	48.56	23.44
Labor Foreman	**	23.44
Construction Specialist Laborer	36.80	23.44
Group 1 - Pavement Breaker Operator (P.B.O.)	36.10	23.44
Group 1 - Pipe Wrappers, Incl. handlers of wrapping materials	36.10	23.44
Group 1 - Sewer Pipe Layers, Caulkers and Banders	36.10	23.44
Group 2 - Pneumatic Tool Operator (P.T.O. or A.T.O.)	35.95	23.44
Group 3 - Laborer	35.85	23.44
Carpenters:		
General Foreman	68.02	26.62
Foreman	57.54	26.62
Journeyman	52.78	26.62
Masons:		
Foreman	51.97	21.26
Journeyman	47.05	21.26
Millwrights:		
Foreman	59.87	28.13
Journeyman	55.37	28.13
Clarifications:		
* Operator Engineer Foreman's rate based on \$3.00 above highest class supervised.		
** Laborer Foreman's rate based on \$2.50 above highest class supervised.		
Wages and Fringes subject to increase without notice.		
Unclassified Labor or Classified Labor under special conditions - Prevailing Rate.		
The scale for apprentices will vary according to the skill and ability of the individual.		
Subsistence to be paid per Union Agreements.		
Skilled men shall be paid their rate when not working at the trade.		

(Continued Below)

(Continued From Above)

MISCELLANEOUS DESCRIPTION	RATE PER HOUR
Warehouseman	34.00

EQUIPMENT DESCRIPTION	RATE PER HOUR
Equipment	
Foreman Truck	28.65
Operator Truck	28.65
Gang Truck	37.19
Mechanic Truck	39.41
Skiploader	47.85
Backhoe	68.12
Cat 325D Excavator	106.56
Cat 336F Excavator	187.52
Cat 349E Excavator	196.50
Cat 950K Loader	136.17
Cat 962M Loader	128.74
Cat 561 Sideboom	28.40
Cat 572 Sideboom	53.90
Cat D4D Ramey Tractor	36.98
14 Ton Boom Truck	54.10
Cat 14H Motor Grader	130.46
Reachlift	62.20
Air Compressor w/Tools	20.80
5 Cyd Dump Truck	51.07
2500 Gal Water Truck	45.04
4000 Gal Water Truck	66.35
Fuel / Lube Truck	39.41
Jettco 7337 Trencher	102.90
Cleveland 400W Trencher	150.00

Clarifications:

Equipment Rates are unoperated, maintained and fueled.

Materials, equipment rentals, trucking, etc. to be billed at cost plus

EXHIBIT B

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).

EXHIBIT B

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(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			
Signature:		Date:	

EXHIBIT C
FRESNO COUNTY SPECIAL DISTRICTS

SPECIAL DISTRICTS

#	DICTRICT	ORG	FUND	SUBCLASS	ACCOUNT
1	CSA 1	9141	0740	16000	7205
2	CSA 5	9145	0750	16000	7205
3	CSA 10	9150	0770	16000	7205
4	CSA 10A	9250	0770	16800	7205
5	CSA 14	9154	0780	16000	7205
6	CSA 23	9163	0790	16000	7205
7	CSA 30	9170	0800	16000	7205
8	CSA 31B	9171	0200	12000	7205
9	CSA 32	9174	0820	16000	7205
10	CSA 34	9322	0830	16000	7205
11	CSA 34SWTP	9322	0830	16203	7205
12	CSA 34WWTF	9320	0830	16202	7205
13	CSA 34A	9181	0830	16200	7205
14	CSA 34B	9255	0830	16211	7205
15	CSA 34C	9254	0830	16210	7205
16	CSA 34D	9323	0830	16204	7205
17	CSA 34F	9324	0830	16206	7205
18	CSA 34G	9325	0830	16205	7205
20	CSA 43W	9301	0230	12150	7205
21	CSA 44A	9244	0870	16400	7205
22	CSA 44C	9246	0870	16420	7205
23	CSA 44D	9247	0870	16430	7205
24	CSA 47	9310	4030	40680	7205
25	CSA 49	9249	0235	12800	7205
26	WWD 37	9357	0880	16000	7205
27	WWD 38	9358	0890	16000	7205
28	WWD 40	9360	0900	16000	7205
29	WWD 41S	9351	0920	16000	7205
30	WWD 41W	9361	0910	16000	7205
31	WWD 42	9362	0930	16000	7205
32	JJC	9140	0801	16900	7205