

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 21st day of September, 2021, by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Fire System Solutions Inc., a California corporation, whose address is 4277 W. Richert Ave., Suite 103, Fresno, CA 93722 ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY has a need for backflow device inspection, testing, and repair services at County facilities;

WHEREAS, CONTRACTOR submitted a bid to COUNTY in response to COUNTY's Request For Quotation No. 21-060 for providing backflow device inspection, testing, and repair services; and

WHEREAS, the CONTRACTOR is qualified and willing to perform backflow device inspection, testing, and repair services, and COUNTY wishes to engage CONTRACTOR to perform these services as described in this Agreement.

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. Communication – CONTRACTOR shall satisfactorily communicate, coordinate, and report to the appropriate COUNTY Representative or his or her designee (“County Representative”). The County Representative for the backflow devices listed under this Agreement will be based on the backflow device location. The responsible County Representative for Facility Services is the Facility Services Manager or their designee, for Public Works and Planning – Parks, Senior Staff Analyst, for Public Works and Planning – Special Districts, Senior Staff Analyst, and for County Library, Facilities Coordinator.

B. Scheduled Inspection and Testing – CONTRACTOR shall provide all parts, labor, supervision, tools, materials, equipment, travel charges, truck charges, fuel charges, permits, licenses, and all other related costs to perform all annual inspection, testing, and repair of COUNTY-owned backflow devices, as described in the Scope of Work, attached as Exhibit A, and incorporated by this reference.

1 C. Additional Services as Needed – CONTRACTOR shall perform and deliver all
2 scheduled and corrective maintenance and repair services as described in Exhibit A. CONTRACTOR
3 shall be compensated for work completed and approved by COUNTY at the rates set forth in Exhibit B,
4 which is attached and incorporated by this reference.

5 D. The work to be done on this project will involve the inspection, testing, and repair
6 of backflow devices. In accordance with Labor Code section 1770, et seq., the Director of the
7 Department of Industrial Relations of the State of California has determined the general prevailing
8 wages rates and employer payments for health and welfare pension, vacation, travel time and
9 subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized
10 by Section 3093, and similar purposes applicable to the work to be done.

11 Information pertaining to applicable Prevailing Wage Rates may be found on the website for the
12 State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>.
13 Information pertaining to applicable prevailing wage rates for apprentices may be found on the website
14 for the State of California – Department of Industrial Relations:

15 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

16 It shall be mandatory upon the CONTRACTOR herein and upon any subcontractor to pay not
17 less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or
18 mechanics employed on this public work project, including those workers employed as apprentices.
19 Further, CONTRACTOR and each subcontractor shall comply with Labor Code sections 1777.5 and
20 1777.6 concerning the employment of apprentices.

21 CONTRACTOR shall comply with Labor Code section 1775 and forfeit as a penalty to COUNTY
22 Two Hundred Dollars (\$200.00) for each calendar day or portions thereof, for each worker paid less than
23 the prevailing wage rates for the work or craft in which the worker is employed for any work done under
24 this project by CONTRACTOR or by any subcontractor under CONTRACTOR in violation of Labor Code
25 section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and
26 amount paid to each worker for each calendar day or portion thereof for which each worker was paid
27 less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor.

1 In accordance with California Labor Code Section 1776, CONTRACTOR and each subcontractor
2 that CONTRACTOR utilizes shall keep an accurate record showing the names, address, social security
3 number, work classification, straight time and overtime hours worked each day and week, and the actual
4 per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or
5 her in connection with this public work project. Each payroll record shall be certified and verified by a
6 written declaration under penalty of perjury stating that the information within the payroll record is true
7 and correct and that the CONTRACTOR or subcontractor complied with the requirements of Labor Code
8 sections 1771, 1811 and 1815 for any work performed by its employees on this public work project.
9 These records shall be open at all reasonable hours to inspection by the COUNTY, its officers and
10 agents, and to the representatives of the State of California – Department of Industrial Relations,
11 including but not limited to the Division of Labor Standards Enforcement.

12 2. OBLIGATIONS OF COUNTY

13 A. COUNTY shall compensate the CONTRACTOR as provided in Section 5 of this
14 Agreement, upon satisfactory completion of work, and receipt of invoice approved by COUNTY.

15 B. COUNTY shall provide a County Representative who will represent the COUNTY,
16 and who will work with the CONTRACTOR in carrying out the provisions of this Agreement.

17 3. TERM

18 The term of this Agreement shall be for a period of three (3) years, commencing on October 1, 2021
19 ("Effective Date"), through and including September 30, 2024. This Agreement may be extended for two
20 (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than
21 thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of Internal
22 Services/Chief Information Officer (ISD Director/CIO) or his or her designee is authorized to execute such
23 written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

24 4. TERMINATION

25 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
26 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
27 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
28 terminated, at any time without penalty by giving the CONTRACTOR thirty (30) days advance written

1 notice.

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

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

8 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
9 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
10 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.

11 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
12 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
13 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
14 any such funds upon demand.

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

18 5. COMPENSATION/INVOICING

19 A. Inspection and Testing

20 CONTRACTOR's compensation shall be based on the rates for services for each backflow device
21 location, as described in Exhibit B. The quantity of inspections and tests will vary, and COUNTY does not
22 guarantee a minimum quantity of inspections or tests; COUNTY will pay only for work performed.

23 B. Additional Repair Services

24 CONTRACTOR shall not undertake any additional repair services without the written
25 authorization of the County Representative. Repair services will be charged at an hourly rate of \$130
26 per hour during regular working hours from 7:00 AM until 6:00 PM, Monday through Friday, excluding
27 COUNTY holidays, and at an hourly rate of \$195 per hour during overtime, or any hours outside of
28 regular working hours, as specified in Exhibit B.

1 C. Total Contract Maximum

2 In no event shall compensation paid for services performed under this Agreement exceed \$300,000
3 during the total possible five-year term of this Agreement. It is understood that all expenses incidental to
4 CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

5 D. Invoicing

6 CONTRACTOR shall submit monthly invoices referencing the provided contract number
7 electronically to FacilityServices@fresnocountyca.gov. Payment will be made by COUNTY forty-five (45)
8 days from receipt of an approved invoice by COUNTY.

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

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

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

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

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

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

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

12 10. INSURANCE

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

17 A. Commercial General Liability

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

23 B. Automobile Liability

24 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
25 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
26 used in connection with this Agreement.

27 C. Professional Liability

28 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in

1 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
2 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

3 D. Worker's Compensation

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

5 E. Additional Requirements Relating to Insurance

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

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

18 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
19 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
20 foregoing policies, as required herein, to the County of Fresno, Internal Services Department, Attention:
21 Director of Internal Services/Chief Information Officer, 333 W. Pontiac Way, Clovis, CA 93612, stating that
22 such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers,
23 agents and employees will not be responsible for any premiums on the policies; that for such worker's
24 compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers,
25 agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate
26 the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its
27 officers, agents and employees, individually and collectively, as additional insured, but only insofar as the
28 operations under this Agreement are concerned; that such coverage for additional insured shall apply as

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

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

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

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

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

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

21 COUNTY
22 COUNTY OF FRESNO
23 Director of Internal Services/CIO
333 West Pontiac Way
Clovis, CA 93612

21 CONTRACTOR
22 Fire System Solutions Inc.
23 Ben Fitzgerald
4277 West Richert Ave., Suite 103
Fresno, CA 93722

25 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
26 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
27 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
28 personal service is effective upon service to the recipient. A notice delivered by first-class United States

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

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

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

16 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

28 15. ELECTRONIC SIGNATURES

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

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

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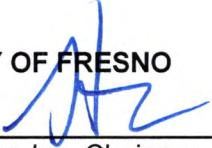
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CONTRACTOR**

5 *Ben Fitzgerald*
6 (Authorized Signature)

7 **Ben Fitzgerald/Service Manager**
8 Print Name & Title
9 **4277 W Richert Suite 103**
10 **Fresno CA 93722**
11 Mailing Address

12 **COUNTY OF FRESNO**

13 
14 Steve Brandau, Chairman of the Board of
15 Supervisors of the County of Fresno

16 **ATTEST:**

17 Bernice E. Seidel
18 Clerk of the Board of Supervisors
19 County of Fresno, State of California

20 By: *Sheri Engle*
21 Deputy

22 **FOR ACCOUNTING USE ONLY:**

23 Fund: 1045 / 0001 / 0801 / 0107
24 Subclass: 10000 / 10000 / 16900 / 10000
25 Org: 8935 / 7910 / 9140 / 75110101
26 Account: 7220

Exhibit A

SCOPE OF WORK

- 1) The Contractor will be responsible for providing all labor, materials, and equipment necessary to inspect, repair, and test backflow preventers in Fresno County facilities on an annual basis.
- 2) The Contractor will have the sufficient tools and equipment to provide the requested services. Tools and/or equipment may not be billed separately unless specifically requested by the County, or unless unique or unforeseen circumstances arise.
- 3) **Materials:** Materials provided by the Contractor shall meet the following requirements:
 - All materials used shall be new, no rebuilt or refurbished materials shall be allowed.
 - All replacement materials must be equal or greater to the original.
 - All materials shall meet National Pipe or American Pipe Standards.

4) **Task A – Field Inspections***: Contractor shall provide all labor, materials, equipment, and tools to perform the field inspections as defined below:

- **Inspection:** Each backflow preventer shall be inspected and tested for the following conditions:
 - i) Inoperable;
 - ii) Leaky first check valve;
 - iii) Leaky second check valve;
 - iv) Leaks or cracks;
 - v) Tightness of nuts, bolts, unions, and valves;
 - vi) Worn “O” rings, seals, and diaphragms;
 - vii) Worn inspections tags;
 - viii) Proper drainage;
 - ix) Lubrication of all valve stems, caps, plugs, and threads;
 - x) Valve repair and replacement;
 - xi) Valve exercising.

*Before inspecting the backflow prevention devices at park locations, the Contractor will need to contact the County Parks Division at (559) 600-3004 to arrange access to the backflow devices located in the chaseways.

- **Report:** After Field Inspections the Contractor will produce and provide to the County a detailed Field Inspection Report showing the condition of each backflow preventer. The report must include, but not be limited to the following items:
 - i) Brand name and model number (where it can be determined)
 - ii) Orientation
 - iii) Type
 - iv) Size
 - v) Lead Free (Y/N)
 - vi) Existing condition of preventer;

vii) Suggested repairs/replacement if applicable;

The Contractor will send a copy of each report to the County Representative with jurisdiction over each location.

The Contractor will also send a copy of each report to the responsible Department at:

- Department of Public Works and Planning
Special Districts
Attn: Senior Staff Analyst
2220 Tulare Street, Suite 600
Fresno, CA 93721
- Department of Public Works and Planning
Resources Division, Parks
Attn: Senior Staff Analyst
2220 Tulare Street, Suite 600
Fresno, CA 93721
- Facility Services
Attn: Facilities Manager
4590 E. Kings Canyon Road
Fresno, CA 93702
- Fresno County Public Library
Attn: Facilities Coordinator
2420 Mariposa Street
Fresno, CA 93721

COMPETENCE OF CONTRACTOR:

- Contractor must maintain the identified equipment in a safe and efficient operation condition at all times.
- CONTRACTOR must comply with all proprietary information and diagnostic tools necessary to properly inspect and test the COUNTY's systems.

SCHEDULING AND MANNER OF CONDUCTING WORK:

- All maintenance service shall be scheduled subject to the review and approval of the County. The Contractor(s) shall be required to provide yearly schedules of the work within thirty (30) days of Agreement execution and on or before January 1, of the subsequent years. These schedules must be adhered to throughout the term of this Agreement.
- All work shall be performed during regular working hours and days. Regular working hours are from 7:00a.m. until 6:00p.m. Monday through Friday. County holidays excluded.
- All equipment shutdowns for regular inspections or extra examinations shall be scheduled in advance with the designated County representative and approved by the County so as not to interfere with building operations during peak usage times. Shutdowns in excess of one hour may require scheduling outside of normal business hours. No extra charges will be incurred because of a scheduled shutdown regardless of day or time.

1

- All work shall be performed by skilled technicians who shall be knowledgeable of the workings of
- back-flow inspection devices and the procedures used to test and inspect these devices including
- inspection of the unit's rubber gaskets and seals, testing each unit and measuring pressures of both influent and effluent components, ensuring the unit does not leak, and if leaking or failure occurs have the ability to make necessary service recommendations to County staff.

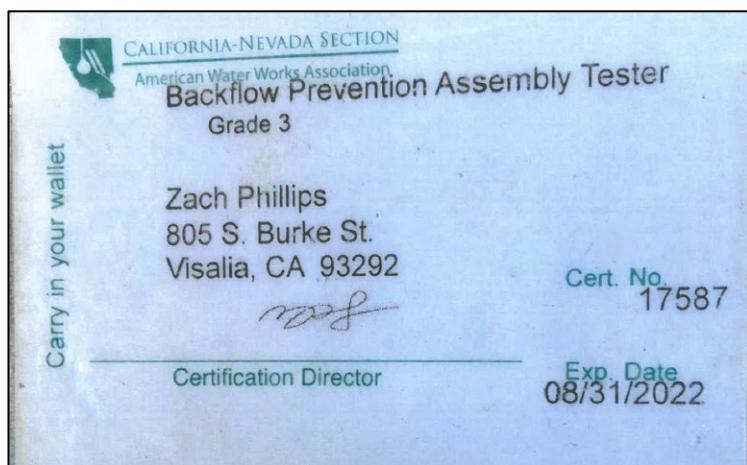
4 **CONTRACTOR'S LICENSE:**

5 CONTRACTOR is required to possess and maintain an appropriate license for the project in accordance with current
6 regulations/statutes at the time of submission.

7 The CONTRACTOR shall possess and maintain a current American Water Works Association, California-Nevada
8 Section Backflow Prevention Assembly Tester Certification or another license class that covers the work to be
performed.

9

| | |
|--------------------------|--------------------|
| Number and Class: | 982763; C-16, C-10 |
| Date of Issue: | 04/2013 |





CALIFORNIA-NEVADA SECTION
American Water Works Association

File with your certificate



Backflow Prevention Assembly Tester

Cert. No.: 15933

Exp. Date

01/31/2022

[Signature]
Certification Director



CALIFORNIA-NEVADA SECTION
American Water Works Association

Backflow Prevention Assembly Tester

Grade 3

Andres De Loa
15394 W. El Mar Ln.
Kerman, CA 93630

Cert. No.

15933

[Signature]
Certification Director

Exp. Date

Form 1002 (5-96)

Attach the upper portion of this card to your certificate.

For grade information, exam location and dates, address changes or payment information, contact:

CA-NV Section, AWWA
10435 Ashford St.
Rancho Cucamonga, CA 91730
Off.: 909-481-7200
Fax: 909-481-4688

712



CALIFORNIA-NEVADA SECTION
American Water Works Association

File with your certificate



Backflow Prevention Assembly Tester

Cert. No.: 10459

Exp. Date
10/31/2022

[Signature]
Certification Director



CALIFORNIA-NEVADA SECTION
American Water Works Association

Backflow Prevention Assembly Tester
Grade 3

Scott R. Miller
722 N. Clovis Ave. #102
Clovis, CA 93619

Cert. No.
10459

[Signature]

Certification Director

Exp. Date
10/31/2022

Form 1002 (5-96)

Carry in your wallet

Attach the upper portion of this card to your certificate.

For grade information, exam location and dates, address changes or payment information, contact:

CA-NV Section, AWWA
10435 Ashford St.
Rancho Cucamonga, CA 91730
Off.: 909-481-7200
Fax: 909-481-4688

11030

Exhibit B

CONTRACTOR'S RATE SCHEDULE

Public Works – Special Districts Backflow Devices

| <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | |
|---------------------------------------|-----------------|----------------------|---------------------------|----------------------|----------------------|
| DISTRICT | CONNECTION SIZE | # OF BACKFLOW DEVICE | # OF INSPECTIONS ANNUALLY | PRICE PER INSPECTION | ANNUAL TOTAL (C x D) |
| CSA 10 | 1 1/4" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| CSA 10 | 4" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| CSA 10A | 1 1/2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| CSA 30 | 1 1/2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| CSA 32 | 2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| CSA 33 | 1" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| CSA 33 | 1 1/4" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| CSA 34A | 2" | 2 | 2 | \$ 141.00 | \$ 282.00 |
| CSA 34A | N/A | 3 | 3 | \$ 141.00 | \$ 423.00 |
| CSA 39AB | 1" | 141 | 141 | \$ 141.00 | \$ 19,881.00 |
| CSA 39AB | TBD | 2 | 2 | \$ 141.00 | \$ 282.00 |
| CSA 43W | 1" | 66 | 66 | \$ 141.00 | \$ 9,306.00 |
| CSA 44C | 2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| CSA 44D | 1 1/4" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| CSA 44D | 2" | 3 | 3 | \$ 141.00 | \$ 423.00 |
| CSA 44D | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| CSA 47 | 1" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| CSA 47 | 1 1/2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| CSA 47 | 2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| CSA 47 | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| CSA 47 | 4" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| CSA 47 | N/A | 4 | 4 | \$ 141.00 | \$ 564.00 |
| CSA 49 | 4" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| WWD 37 | 2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| WWD 38 | 2" | 2 | 2 | \$ 141.00 | \$ 282.00 |
| SPECIAL DISTRICTS ANNUAL TOTAL | | | | | \$ 33,840.00 |

Public Works – Parks Backflow Devices

| | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> |
|---------------------------|-----------------|----------------------|---------------------------|----------------------|----------------------|
| DISTRICT | CONNECTION SIZE | # OF BACKFLOW DEVICE | # OF INSPECTIONS ANNUALLY | PRICE PER INSPECTION | ANNUAL TOTAL (C x D) |
| Kearney Park | 2" | 13 | 13 | \$ 141.00 | \$ 1,833.00 |
| Lost Lake Park | 2" | 6 | 6 | \$ 141.00 | \$ 846.00 |
| Choinumni | 2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| // | 2 ½" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| // | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| Avocado Lake | 2" | 6 | 6 | \$ 141.00 | \$ 846.00 |
| PARKS ANNUAL TOTAL | | | | | \$ 3,948.00 |

Facility Services – Backflow Devices

| <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | |
|--|-----------------------------------|--|---|--|--|
| <u>DISTRICT</u> | <u>CONNECTION SIZE</u> | <u># OF BACKFLOW DEVICE</u> | <u># OF INSPECTIONS ANNUALLY</u> | <u>PRICE PER INSPECTION</u> | <u>ANNUAL TOTAL (C x D)</u> |
| 100 Laundry | 4" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 101 Elkhorn | 3" | 1 | 6 | \$ 141.00 | \$ 846.00 |
| 101 Elkhorn | 4" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 103 Elkhorn | 2 1/2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 105 Elkhorn | 2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 107 Elkhorn | 2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 108 Elkhorn | 2" | 2 | 2 | \$ 141.00 | \$ 282.00 |
| 109 Elkhorn | 2 1/2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 300 UMC Hospital (between parking lots) | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 300 UMC Hospital | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 312 Barton Motor Pool | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 340 Intake Bldg | 1 1/4" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 343 Modular Unit D | 2 1/2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 348 Facility Services | 2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 349 Carpenter Shop | 2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 406 Ag Warehouse | 2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 420 Fleet Services | 4" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 435 EMS Bldg | 2 1/2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 435 EMS Bldg | 1 1/2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 501 Juvenile Annex | 3" | 2 | 2 | \$ 141.00 | \$ 141.00 |

| | | | | | | |
|----|--------------------------------|--------|---|---|-----------|-----------|
| 1 | 505 Maintenance | 3" | 2 | 2 | \$ 141.00 | \$ 282.00 |
| 2 | Shop GSA | 3" | 2 | 2 | \$ 141.00 | \$ 282.00 |
| 3 | 509 ISD-IT Pontiac | 2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 4 | 515 Juvenile Admin | 6" | 2 | 2 | \$ 141.00 | \$ 282.00 |
| 5 | 607 Main Jail | 4" | 3 | 3 | \$ 141.00 | \$ 423.00 |
| 6 | 610 Plaza Bldg | 4" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 7 | 611 Brix Bldg | 2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 8 | 615 Animal Control | 2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 9 | 619 Satellite Jail | 2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 10 | 630 Sheriff Cent. | 2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 11 | Kitchen | 4" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 12 | 630 Sheriff Cent. | 8" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 13 | Kitchen | 4" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 14 | 701 JJC Court | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 15 | 701 JJC Court | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 16 | 702 JJC Admin East | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 17 | 703 JJC Admin East | 4" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 18 | 701 | 8" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 19 | 703 JJC Deten. | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 20 | Housing | 2 1/2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 21 | 703 JJC Deten. | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 22 | Housing East Gate | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 23 | 704 JJC Comm | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 24 | Admin 1 | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 25 | 704 JJC Comm | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 26 | Admin 1 | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 27 | 705 JJC Court | 4" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 28 | Schools | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 29 | 705 JJC Court | 2 1/2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 30 | Schools | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 31 | 705 JJC Court | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 32 | Schools | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 33 | 706 JJC Comm | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 34 | Housing 1 | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 35 | 706 JJC Comm | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 36 | Housing 1 | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 37 | 707 JJC Comm | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 38 | Housing 2 | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 39 | 707 JJC Comm | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 40 | Housing 2 (front of gate) | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 41 | 708 JJC Comm | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 42 | Housing 3 | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 43 | 708 JJC Comm | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 44 | Housing 3 (side of front gate) | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 45 | 709 JJC High Security | 4" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 46 | Area | 3" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 47 | 709 JJC High Security | 1 1/2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 48 | Area | 1" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 49 | 710 JJC Water Treat | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 50 | Plant | 8" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 51 | 711 JJC Wastewater | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 52 | Treat Plant | 8" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 53 | 711 JJC Wastewater | 8" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 54 | Treat Plant | 8" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 55 | 712 JJC Central Plant | 8" | 1 | 1 | \$ 141.00 | \$ 141.00 |

| | | | | | | |
|---------------------------------------|-----------------------|--------|---|---|-----------|-----------|
| 1 | 712 JJC Central Plant | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 2 | 716 Coroner/Morgue | 2 1/2" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| 2 | 716 Coroner/Morgue | 6" | 1 | 1 | \$ 141.00 | \$ 141.00 |
| FACILITY SERVICES ANNUAL TOTAL | | | | | | |

County Libraries – Backflow Devices

| | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> |
|--------------------------------------|-----------------|----------------------|---------------------------|----------------------|----------------------|
| | CONNECTION SIZE | # OF BACKFLOW DEVICE | # OF INSPECTIONS ANNUALLY | PRICE PER INSPECTION | ANNUAL TOTAL (C x D) |
| 7 | Auberry | 2" | 13 | 13 | \$ 141.00 |
| 8 | Bear Mountain | 2" | 6 | 6 | \$ 141.00 |
| 8 | Bear Mountain | 2" | 1 | 1 | \$ 141.00 |
| 9 | Caruthers | 2 1/2" | 1 | 1 | \$ 141.00 |
| 9 | Central | 3" | 1 | 1 | \$ 141.00 |
| 10 | Easton | 2" | 1 | 1 | \$ 141.00 |
| 10 | Fowler | 3/4" | 1 | 1 | \$ 141.00 |
| 11 | Fowler | 2" | 1 | 1 | \$ 141.00 |
| 11 | Fowler | 6" | 1 | 1 | \$ 141.00 |
| 12 | Kerman | 2" | 1 | 1 | \$ 141.00 |
| 12 | Laton | 1" | 1 | 1 | \$ 141.00 |
| 13 | Mendota | 1" | 2 | 2 | \$ 141.00 |
| 13 | Orange Cove | 2" | 2 | 2 | \$ 141.00 |
| 14 | Parlier | 1 1/2" | 1 | 1 | \$ 141.00 |
| 15 | San Joaquin | 2" | 1 | 1 | \$ 141.00 |
| 15 | Selma | 2" | 1 | 1 | \$ 141.00 |
| 16 | Sanger | 1 1/2" | 1 | 1 | \$ 141.00 |
| 16 | Tranquility | 2" | 1 | 1 | \$ 141.00 |
| 17 | Woodward Park | 3" | 1 | 1 | \$ 141.00 |
| 17 | Woodward Park | 2" | 1 | 1 | \$ 141.00 |
| 18 | Betty Rodriguez | 2 1/2" | 1 | 1 | \$ 141.00 |
| 18 | Reedley | 1" | 1 | 1 | \$ 141.00 |
| COUNTY LIBRARIES ANNUAL TOTAL | | | | | \$ 5,781.00 |

| | |
|--|---------------------|
| ANNUAL INSPECTION GRAND TOTAL (Sum of All Area Totals) | \$ 53,298.00 |
|--|---------------------|

COUNTY may request CONTRACTOR also make repairs at the following hourly rate for repairs which shall include travel, material, and labor : **\$ 130.00 / hour.**

* Quantity of inspections may vary; the actual quantity of inspections may be greater than or less than the quantity shown.

COUNTY does not guarantee a minimum quantity of inspections, replacements, or repairs. COUNTY will pay only for the work performed.

Exhibit C

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 | (1) Company Board Member Information: | | |
| 2 | Name: | | Date: |
| 3 | Job Title: | | |
| 4 | (2) Company/Agency Name and Address: | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | (3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to): | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |
| 16 | | | |
| 17 | | | |
| 18 | | | |
| 19 | (4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a): | | |
| 20 | | | |
| 21 | | | |
| 22 | | | |
| 23 | | | |
| 24 | | | |
| 25 | | | |
| 26 | (5) Authorized Signature | | |
| 27 | Signature: | | Date: |
| 28 | | | |