

**A G R E E M E N T**

THIS AGREEMENT is made and entered into this 25th day of May, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and A-C Electric Company, a California Corporation, whose address is P.O. Box 81977, Bakersfield, CA 81977 hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the COUNTY requires site servicing and repair of electrical controls and software for Programmable Logic Controllers (PLCs) in order to operate and maintain water and sewage treatment facilities in Fresno County Special Districts and the Juvenile Justice Campus; and

WHEREAS, the COUNTY, in accordance with COUNTY Board-approved Purchasing and Contracts Procedures Manual, selected said CONTRACTOR to provide the COUNTY with said services; and

WHEREAS, the CONTRACTOR represents that it is qualified and willing to provide the COUNTY the services needed pursuant to the terms and conditions herein.

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. CONTRACTOR shall provide all services ("Services") (including but not limited to, labor, material, equipment, transportation, and taxes) related to (i) site servicing and (ii) repair of electrical controls and software for PLCs at water and sewage treatment plants located in the following COUNTY service areas, COUNTY waterworks districts, and the Juvenile Justice Campus:

1. COUNTY Service Area No. 1 (Tamarack)
2. COUNTY Service Area No. 5 (Wildwood Island)
3. COUNTY Service Area No. 10 (Cumorah Knolls)
4. COUNTY Service Area No. 10A (Mansionette Estates)
5. COUNTY Service Area No. 14 (Belmont Manor)
6. COUNTY Service Area No. 23 (Exchequer Heights)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- 7. COUNTY Service Area No. 30 (El Porvenir)
- 8. COUNTY Service Area No. 31B (Shaver Lake Village)
- 9. COUNTY Service Area No. 32 (Cantua Creek)
- 10. COUNTY Service Area No. 34 (Millerton New Town)
- 11. COUNTY Service Area No. 34A (Brighton Crest)
- 12. COUNTY Service Area No. 34B (Ventana Hills)
- 13. COUNTY Service Area No. 34C (Bella Vista)
- 14. COUNTY Service Area No. 34D (Renaissance at Bella Vista)
- 15. COUNTY Service Area No. 34F (The Vistas)
- 16. COUNTY Service Area No. 34G (Granville)
- 17. COUNTY Service Area No. 43W (Raisin City)
- 18. COUNTY Service Area No. 44A (Friant Mobile Home Park)
- 19. COUNTY Service Area No. 44C (Riverview Ranch)
- 20. COUNTY Service Area No. 44D (Monte Verdi)
- 21. COUNTY Service Area No. 47 (Quail Lake)
- 22. COUNTY Service Area No. 49 (O'Neill Farms)
- 23. Waterworks District No. 37 (Mile High)
- 24. Waterworks District No. 38 (Sky Harbor)
- 25. Waterworks District No. 40 (Shaver Springs)
- 26. Waterworks District No. 41W (Shaver Lake)
- 27. Waterworks District No. 41S (Shaver Lake)
- 28. Waterworks District No. 42 (Alluvial/Fancher)
- 29. Juvenile Justice Campus

B. The CONTRACTOR shall perform the Services in accordance with all standard electrical codes and mechanical codes as described in the California Building Standards under Title 24 of the California Code of Regulations. The CONTRACTOR shall also provide the COUNTY with a digital copy of all proprietary PLC programming when servicing PLCs. The CONTRACTOR shall charge for

1 their Services at the rates set forth in Exhibit A attached hereto and incorporated herein by this  
2 reference.

3 C. The Services shall be performed on an as-needed basis upon notification by the  
4 COUNTY representative, as defined in section 2.B. below. The notification may be given by telephone  
5 call, email, or other writing. Upon notification by the COUNTY Representative, the CONTRACTOR shall  
6 provide to the COUNTY Representative an estimated date and time of the CONTRACTOR's arrival at  
7 service site. The contact person for the CONTRACTOR is: Mark A. Woolf; Telephone: (559) 277-3488;  
8 Cell (559) 281-8824; E-mail: markwoolf@acautomated.com.

9 2. OBLIGATIONS OF THE COUNTY

10 A. The COUNTY shall compensate the CONTRACTOR as provided in Exhibit A.

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

16 1. Examine documents submitted to the COUNTY by the CONTRACTOR  
17 and timely render decisions pertaining to those documents; and

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

20 C. The COUNTY shall give reasonably prompt consideration to all matters submitted  
21 by the CONTRACTOR for approval to the end that there will be substantial delays in the  
22 CONTRACTOR's program of work. An approval, authorization, or request given by the COUNTY to the  
23 CONTRACTOR will only be binding upon the COUNTY under the terms of this Agreement if the  
24 approval, authorization, or request is in writing and signed on behalf of the COUNTY by the COUNTY  
25 Representative or a designee.

26 3. TERM

27 The term of this Agreement shall be for a period of three (3) years, commencing on May 26, 2021  
28 through and including May 25, 2024. This Agreement may be extended for two (2) additional consecutive

1 twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first  
2 day of the next twelve (12) month extension period. The COUNTY Director of Public Works and Planning  
3 or his or her designee is authorized to execute such written approval on behalf of COUNTY based on  
4 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 the COUNTY upon the giving of thirty (30) days advance written notice of  
25 an intention to terminate to the CONTRACTOR.

26 5. COMPENSATION

27 The COUNTY agrees to pay the CONTRACTOR and the CONTRACTOR agrees to receive as  
28 compensation for the Services as provided in Exhibit A.

1 Notwithstanding any other provision in this Agreement, the total compensation for the Services shall be  
2 limited for the term of the Agreement to an annual maximum of \$150,000.00 for each one-year period of the  
3 Agreement and shall not exceed a maximum cumulative total of \$450,000.00 for the three-year term of the  
4 Agreement. If this Agreement is extended for the maximum two (2) additional one-year renewal periods as  
5 provided in section 3 above, then the maximum cumulative amount of compensation for Services under this  
6 Agreement shall not exceed \$750,000 during the entirety of the extended five-year term of this Agreement.  
7 If this Agreement is only extended for one (1) additional renewal period, then the maximum cumulative  
8 amount of compensation for Services under this Agreement shall not exceed \$600,000 during the entirety  
9 of the extended four-year term of this Agreement. It is understood that all expenses incidental to the  
10 CONTRACTOR'S performance of the Services under this Agreement shall be borne by the  
11 CONTRACTOR.

12 6. INVOICING

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

19 Fresno County Department of Public Works and Planning  
20 Resources Division  
21 2220 Tulare Street, Sixth Floor  
22 Fresno, CA 93721

23 B. Upon receipt of a proper invoice, in the COUNTY's sole determination, the County  
24 Department of Public Works and Planning may take a maximum of five County business days to review,  
25 approve, and submit it to the COUNTY Auditor-Controller/Treasurer-Tax Collector for payment.  
26 Unsatisfactory or inaccurate invoices will be returned to the CONTRACTOR for correction and resubmittal.  
27 Payment will be issued to CONTRACTOR within 40 calendar days of the date the Auditor-  
28 Controller/Treasurer-Tax Collector receives the approved invoice.

7. INDEPENDENT CONTRACTOR

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

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

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

20 8. MODIFICATION

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

23 9. NON-ASSIGNMENT

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

26 10. HOLD HARMLESS

27 The CONTRACTOR agrees to indemnify, save, hold harmless, and at the COUNTY'S request,  
28 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including

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

7 **11. INSURANCE**

8 Without limiting the COUNTY's right to obtain indemnification from the CONTRACTOR or any third  
9 parties, the CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following  
10 insurance policies 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. The 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 the CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
23 providing the 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           The CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance  
2 naming 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 the COUNTY, its officers, agents and employees shall be excess only and not contributing with  
6 insurance provided under the CONTRACTOR's policies herein. This insurance shall not be cancelled or  
7 changed without a minimum of thirty (30) days advance written notice given to the COUNTY.

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

13           Within thirty (30) days from the date the CONTRACTOR signs and executes this Agreement, the  
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, (Resources Division, Special Districts  
16 Administration, 2220 Tulare Street, Sixth Floor, Fresno, CA, 93721), stating that such insurance coverage  
17 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will  
18 not be responsible for any premiums on the policies; that such Commercial General Liability insurance  
19 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional  
20 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for  
21 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
22 by the COUNTY, its officers, agents and employees, shall be excess only and not contributing with  
23 insurance provided under the CONTRACTOR's policies herein; and that this insurance shall not be  
24 cancelled or changed without a minimum of thirty (30) days advance, written notice given to the COUNTY.

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

28           All policies shall be issued by admitted insurers licensed to do business in the State of California,



1 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A  
2 FSC VII or better.

3 12. AUDITS AND INSPECTIONS

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

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

12 13. NOTICES

13 The persons and their addresses having authority to give and receive notices under this Agreement  
14 include the following:

15  
16 COUNTY

17 COUNTY OF FRESNO  
18 Department of Public Works and Planning  
19 Resources Division, Special Districts Administration  
20 2220 Tulare Street, Sixth Floor,  
21 Fresno, CA 93721

CONTRACTOR

A-C Electric  
P.O. Box 2425  
Fresno, CA 93602  
Attention: Mark Woolf, Manager

22 All notices between the COUNTY and the CONTRACTOR provided for or permitted under this  
23 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
24 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
25 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
26 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
27 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
28 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,

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

#### 9 14. GOVERNING LAW

10 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,  
11 California.

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

#### 14 15. CONSISTENT FEDERAL INCOME TAX POSITION

15 The CONTRACTOR acknowledges that the Juvenile Justice Campus has been acquired,  
16 constructed, or improved by using net proceeds of governmental tax-exempt bonds ("Bond-Financed  
17 Facility"). The CONTRACTOR agrees that, with respect to this Agreement and the Bond Financed Facility,  
18 the CONTRACTOR is not entitled to take, and shall not take, any position (also known as a "tax position")  
19 with the Internal Revenue Service ("IRS") that is inconsistent with being a "service provider" to the  
20 COUNTY, as a "qualified user" with respect to the Bond-Financed Facility, as "managed property," as all of  
21 those terms are used in Internal Revenue Service Revenue Procedure 2017-13, and to that end, for  
22 example, and not as a limitation, the CONTRACTOR agrees that the CONTRACTOR shall not, in  
23 connection with any federal income tax return that it files with the IRS or any other statement or information  
24 that it provides to the IRS, (a) claim ownership, or that it is a lessee, of any portion of the Bond Financed  
25 Facilities, or (b) claim any depreciation or amortization deduction, investment tax credit, or deduction for  
26 any payment as rent with respect to the Bond-Financed Facility.

#### 27 16. DISCLOSURE OF SELF-DEALING TRANSACTIONS

28 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit

1 or non-profit corporation) or if during the term of the Agreement, the CONTRACTOR changes its status  
2 to operate as a corporation.

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

11           17. ENTIRE AGREEMENT

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

16           18. COUNTERPARTS

17           This Agreement may be executed in any number of counterparts, each of which shall be deemed  
18 an original, but all of which together shall constitute one and the same Agreement, binding on the parties  
19 hereto according to its terms and conditions.

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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   
6 (Authorized Signature)

7 Daren T. Alexander, President

8 Print Name & Title

9 P.O. Box 81977

10 Bakersfield, CA 93380-1977

11 Mailing Address

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

12  
13  
14  
15 By:   
Deputy

16 FOR ACCOUNTING USE ONLY:

17 Department of Public Works and

18 Planning

19 Special Districts

20 ORG: Various Budgets

21 Account: 7220

22  
23  
24  
25  
26  
27  
28



ENGINEERING · CONSTRUCTION · SERVICE

## Time & Material Rates

A-C Electric Company - County of Fresno

Valid From 1/1/2021 - 05/25/2024

<u>Field Services/Construction</u>	<u>Straight-time</u>	<u>Over-time</u>	<u>Double-time</u>
<b>Apprentice/Helper</b> Qualified to assist Journeyman Electricians in the installation of electrical systems and equipment.	95	128	162
<b>Journeyman Electrician</b> Journeyman Electrician with minimum 5 year State Registered Electrical Apprenticeship training or equivalent experience.	120	162	204
<b>Service Electrician</b> Qualified to install, service and troubleshoot electrical distribution systems and equipment, including breaker panels, transformers, lighting, wire and cabling, AC/DC motors and motor controls. Typically comes with a service vehicle.	115	155	196
<b>Electrical/Instrument Technician</b> Qualified to install, loop check, calibrate, service and troubleshoot process control systems and equipment, including PLCs, motor controls, electrical and pneumatic instrumentation, wire, cabling and fiber optics. Typically comes with a service vehicle.	120	162	204
<b>Lineman</b> Qualified to install and maintain high-voltage equipment, electrical distribution systems and pole line. Typically comes with a service vehicle.	135	182	230
<b>Foreman</b> Qualified to supervise, install, service and troubleshoot electrical distribution systems and equipment, when crew sizes reach 3 or more. Typically comes with a service vehicle.	125	169	213
<b>Foreman-Lineman</b> Qualified to supervise, install and maintain high-voltage equipment, electrical distribution systems and pole line, when crew sizes reach 3 or more. Trained to safely operate line & bucket trucks and equipment. Typically comes with a service vehicle.	140	189	238
<b>Automation Specialist</b> Qualified to program, install, start-up, service and troubleshoot complex PLC systems, communication networks, HMI systems, motor controls, process instruments, SCADA and telemetry systems. Typically comes with a service vehicle.	125	169	213
<b>General Foreman</b> Qualified to lead construction activities. Able to coordinate between engineering, on-site construction personnel, and other crafts to ensure project completion in a timely and safe manner. Typically comes with a service vehicle.	135	182	230
<b>Project Manager</b> Qualified to lead construction and procurement and scheduling. Able to coordinate between engineering, construction personnel, and other crafts to ensure project completion in a timely and safe manner. Typically comes with a vehicle.	165	223	281
<b>Project Engineer-Project Coordinator</b> Qualified to assist with electrical design, materials procurement, change order scope & price, project coordination & scheduling.	120	162	204
<b>Project Assistant</b>	80	108	136
<b>Runner</b> Used for delivery of material and equipment.	80	108	136
<u>Design &amp; Engineering</u>	<u>Straight-time</u>	<u>Over-time</u>	<u>Double-time</u>
<b>Electrical Designer</b> Designer with 5 – 15 years experience.	110	149	187
<b>Laser/Scanner Operator</b> Qualified to operate Trimble tool & other equipment designed to create accurate layout of electrical components & used for as-built drawings.	135	182	230
<b>Electrical Engineer</b> State licensed Professional Electrical Engineer. Typically comes with a vehicle.	180	243	306
<b>Application Engineer/Programmer</b> Proficient in the development of HMI, PLC and SQL applications, instrument specification and project design.	145	196	247
<b>Sr. Application Engineer/Systems Developer</b> Qualified to lead the design of complex process control systems and engineering documentation packages. Proficient in the development of HMI and PLC code, can specify instruments and manage other specialists and engineers on large projects.	160	216	272

Straight-time rate applies to first eight (8) hours worked Monday-Friday between the hours of 6:00 a.m. and 3:30 p.m. Over-time rate applies after eight (8) hours up to twelve (12) hours and the first twelve (12) hours worked on Saturday. Double-time applies after twelve (12) hours and all day on Sundays and Holidays. All rates are per man-hour.

Bakersfield-Fresno-Visalia

www.a-celectric.com

## **Equipment Rates**

The following is a partial list of equipment subject to additional charges. Specialized test equipment, tools and vehicles may be subject to an additional charge. Equipment rates may be subject to change based on economic conditions.

<b><u>Description</u></b>	<b><u>Rate</u></b>	<b><u>Characteristics</u></b>
Trip Charge	\$30.00 /Per Vehicle Per Day	Trips less than 50 miles round trip
Trip Charge	\$0.57/Per Mile	Trips greater than 50 miles round trip
Electrical Service Truck	Included	Trucks are equipped w/ handheld power tools
Automobile/Pick-Up Truck	Included	Includes hand tools
Line Truck	\$80.00/hr	Includes hot line tools
Bucket Truck	\$65.00/hr	Includes hot line tools
Crane	\$85.00/hr	Up to 15 ton hydro crane
Delivery Truck w/ Lift Gate	\$25.00/hr	
Pole Dolly	\$50.00/day	
Trencher	\$275.00/day	
Man Lift	\$250.00/day	
Trailer	\$50.00/day	
Electric/Hydraulic Bender	\$10.00/day	½" – 2"
Electric/Hydraulic Bender	\$50.00/day	2½" – 4"
Conduit Threading Machine	\$50.00/day	½" – 2"
Conduit Threading Machine	\$75.00/day	2½" – 4"
Job Trailer with Bender & Threader	\$125.00/day	½" – 4"
Cable Puller	\$30.00/day	
Inverter (2000W or below)	Included	w/ Service Truck
Laptop Computer/Software	\$15.00/hr	Includes PLC & HMI software, RSLogix 5, 500, 5000, RSLinx, Panelbuilder32, RSView, Wonderware, Modicon, GE, Siemens)
RTD Calibrator	\$15.00/day	
Pressure Calibrator	\$15.00/day	
Dry-Well Calibrator/Hot Box	\$25.00/day	
Hydraulic Pump & Gauges (to 6000psi)	\$15.00/day	
Nitrogen Bottle and Regulator Set	\$15.00/day	
Underground Cable Locator	\$150.00/day	
Hot Work Safety Kit	\$100.00/day	Includes ARC flash PPE
Rosemount Hart 275 Communicator	\$50.00/day	
Temperature Bath 0-100oC	\$50.00/day	
Laser/Virtual Scanner	\$250.00/day	
Cable Test Set (Cat 5, 6)	\$50.00/day	
DeviceNet Diagnostic Meter	\$100.00/day	
Basic Fiber Test Set (Single/Multi-Mode)	\$100.00/day	
Fiber/Cable Network Analyzer	\$250.00/day	
Power Analyzer/Recorder	\$250.00/day	

**Bakersfield-Fresno-Visalia**

[www.a-celectric.com](http://www.a-celectric.com)

1 Exhibit B

2 SELF-DEALING TRANSACTION DISCLOSURE FORM

3 In order to conduct business with the County of Fresno (hereinafter referred to as "County"),  
4 members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must  
5 disclose any self-dealing transactions that they are a party to while providing goods, performing  
6 services, or both for the County. A self-dealing transaction is defined below:  
7

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

10 The definition above will be utilized for purposes of completing this disclosure form.  
11

12 INSTRUCTIONS

- 13 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.  
14 (2) Enter the board member's company/agency name and address.  
15 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the  
16 County. At a minimum, include a description of the following:  
17 a. The name of the agency/company with which the corporation has the transaction; and  
18 b. The nature of the material financial interest in the Corporation's transaction that the  
19 board member has.  
20 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable  
21 provisions of the Corporations Code.  
22 (5) Form must be signed by the board member that is involved in the self-dealing transaction  
23 described in Sections (3) and (4).  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

<b>(1) Company Board Member Information:</b>			
Name:		Date:	
Job Title:			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
Signature:		Date:	