

1 Agreement and while this Agreement is in effect, and subject to the maximum amount payable
2 under this section. The Contractor further acknowledges that County employees have no
3 authority to pay the Contractor except as expressly provided in this Agreement.

4 **3.3 Invoices.** The Contractor shall submit invoices containing the scope of services
5 performed over a bi-weekly period to Public Works and Planning Special Districts Administration
6 by email to SpecialDistrictsAdm@fresnocountyca.gov and CC Miwright@fresnocountyca.gov
7 and jcavalla@fresnocountyca.gov. The Contractor shall submit each invoice within 60 days after
8 the period in which the Contractor performs services and in any case within 60 days after the
9 end of the term or termination of this Agreement.

10 **3.4 Payment.** The County shall pay each correctly completed and timely submitted
11 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
12 address specified in the invoice.

13 **3.5 Incidental Expenses.** The Contractor is solely responsible for all of its costs and
14 expenses that are not specified as payable by the County under this Agreement.

15 **Article 4**

16 **Term of Agreement**

17 **4.1 Term.** This Agreement is effective on October 10, 2022 and has a two-year term
18 which terminates on October 9, 2024 except as provided in Article 6, "Termination and
19 Suspension," below.

20 **4.2 Extension.** This Agreement may not be extended.

21 **Article 5**

22 **Notices**

23 **5.1 Contact Information.** The persons and their addresses having authority to give and
24 receive notices provided for or permitted under this Agreement include the following:

25 **For the County:**
26 Special Districts Administration
27 County of Fresno
28 2220 Tulare Street, 6th Floor
Fresno, California 93721
SpecialDistrictsAdm@fresnocountyca.gov

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

For the Contractor:
Jason Sherrell
Po Box 1088
Auberry, Ca 93602
jsherrell@centralcalwaterworks.com
(559) 575-5627

5.2 **Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) 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.

(C) 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.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation

1 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
2 of Title 1 of the Government Code, beginning with section 810).

3 **Article 6**

4 **Termination and Suspension**

5 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
6 contingent on the approval of funds by the appropriating government agency. If sufficient funds
7 are not allocated, then the County, upon at least 30 days' advance written notice to the
8 Contractor, may:

9 (A) Modify the services provided by the Contractor under this Agreement; or

10 (B) Terminate this Agreement.

11 **6.2 Termination for Breach.**

12 (A) Upon determining that a breach (as defined in paragraph (C) below) has
13 occurred, the County may give written notice of the breach to the Contractor. The written
14 notice may suspend performance under this Agreement, and must provide at least 30
15 days for the Contractor to cure the breach.

16 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
17 time stated in the written notice, the County may terminate this Agreement immediately.

18 (C) For purposes of this section, a breach occurs when, in the determination of the
19 County, the Contractor has:

20 (1) Obtained or used funds illegally or improperly;

21 (2) Failed to comply with any part of this Agreement;

22 (3) Submitted a substantially incorrect or incomplete report to the County; or

23 (4) Improperly performed any of its obligations under this Agreement.

24 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
25 County may terminate this Agreement by giving at least 30 days advance written notice to the
26 Contractor.

27 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
28 under this Article 6 is without penalty to or further obligation of the County.

1 the performance or failure to perform by the Contractor (or any of its officers, agents,
2 subcontractors, or employees) under this Agreement. The County may conduct or participate in
3 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
4 defend the County.

5 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

6 **Article 9**

7 **Insurance**

8 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
9 Agreement.

10 **Article 10**

11 **Inspections, Audits, and Public Records**

12 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
13 the County may examine at any time during business hours and as often as the County deems
14 necessary, all of the Contractor's records and data with respect to the matters covered by this
15 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
16 request by the County, permit the County to audit and inspect all of such records and data to
17 ensure the Contractor's compliance with the terms of this Agreement.

18 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
19 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
20 California State Auditor, as provided in Government Code section 8546.7, for a period of three
21 years after final payment under this Agreement. This section survives the termination of this
22 Agreement.

23 10.3 **Public Records.** The County is not limited in any manner with respect to its public
24 disclosure of this Agreement or any record or data that the Contractor may provide to the
25 County. The County's public disclosure of this Agreement or any record or data that the
26 Contractor may provide to the County may include but is not limited to the following:

1 (A) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose this Agreement to the public or such governmental
3 agency.

4 (B) The County may voluntarily, or upon request by any member of the public or
5 governmental agency, disclose to the public or such governmental agency any record or
6 data that the Contractor may provide to the County, unless such disclosure is prohibited
7 by court order.

8 (C) This Agreement, and any record or data that the Contractor may provide to the
9 County, is subject to public disclosure under the Ralph M. Brown Act (California
10 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

11 (D) This Agreement, and any record or data that the Contractor may provide to the
12 County, is subject to public disclosure as a public record under the California Public
13 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning
14 with section 7920.200) ("CPRA").

15 (E) This Agreement, and any record or data that the Contractor may provide to the
16 County, is subject to public disclosure as information concerning the conduct of the
17 people's business of the State of California under California Constitution, Article 1,
18 section 3, subdivision (b).

19 (F) Any marking of confidentiality or restricted access upon or otherwise made with
20 respect to any record or data that the Contractor may provide to the County shall be
21 disregarded and have no effect on the County's right or duty to disclose to the public or
22 governmental agency any such record or data.

23 **10.4 Public Records Act Requests.** If the County receives a written or oral request
24 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
25 and which the County has a right, under any provision of this Agreement or applicable law, to
26 possess or control, then the County may demand, in writing, that the Contractor deliver to the
27 County, for purposes of public disclosure, the requested records that may be in the possession
28 or control of the Contractor. Within five business days after the County's demand, the

1 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
2 possession or control, together with a written statement that the Contractor, after conducting a
3 diligent search, has produced all requested records that are in the Contractor's possession or
4 control, or (b) provide to the County a written statement that the Contractor, after conducting a
5 diligent search, does not possess or control any of the requested records. The Contractor shall
6 cooperate with the County with respect to any County demand for such records. If the
7 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
8 CPRA or other applicable law, it must deliver the record or data to the County and assert the
9 exemption by citation to specific legal authority within the written statement that it provides to
10 the County under this section. The Contractor's assertion of any exemption from disclosure is
11 not binding on the County, but the County will give at least 10 days' advance written notice to
12 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
13 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
14 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
15 failure to produce any such records, or failure to cooperate with the County with respect to any
16 County demand for any such records.

17 **Article 11**

18 **Disclosure of Self-Dealing Transactions**

19 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation
20 or changes its status to operate as a corporation.

21 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
22 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
23 "Self-Dealing Transaction Disclosure Form" (Exhibit B to this Agreement) and submitting it to the
24 County before commencing the transaction or immediately after.

25 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
26 a party and in which one or more of its directors, as an individual, has a material financial
27 interest.
28

1 **Article 12**

2 **General Terms**

3 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed
5 by both parties. The Contractor acknowledges that County employees have no authority to
6 modify this Agreement except as expressly provided in this Agreement.

7 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
8 under this Agreement without the prior written consent of the other party.

9 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
10 or related to this Agreement.

11 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
12 County, California. Contractor consents to California jurisdiction for actions arising from or
13 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
14 brought and maintained in Fresno County.

15 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
16 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
17 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
18 against either party.

19 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

20 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
21 only and are not part of this Agreement.

22 12.8 **Severability.** If anything in this Agreement is found by a court of competent
23 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
24 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
25 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
26 intent.

27 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
28 not unlawfully discriminate against any employee or applicant for employment, or recipient of

1 services, because of race, religious creed, color, national origin, ancestry, physical disability,
2 mental disability, medical condition, genetic information, marital status, sex, gender, gender
3 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
4 all applicable State of California and federal statutes and regulation.

5 **12.10 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
6 of the Contractor under this Agreement on any one or more occasions is not a waiver of
7 performance of any continuing or other obligation of the Contractor and does not prohibit
8 enforcement by the County of any obligation on any other occasion.

9 **12.11 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
10 between the Contractor and the County with respect to the subject matter of this Agreement,
11 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
12 publications, and understandings of any nature unless those things are expressly included in
13 this Agreement. If there is any inconsistency between the terms of this Agreement without its
14 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
15 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
16 exhibits.

17 **12.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
18 create any rights or obligations for any person or entity except for the parties.

19 **12.13 Authorized Signature.** The Contractor represents and warrants to the County that:

20 (A) The Contractor is duly authorized and empowered to sign and perform its
21 obligations under this Agreement.

22 (B) The individual signing this Agreement on behalf of the Contractor is duly
23 authorized to do so and his or her signature on this Agreement legally binds the
24 Contractor to the terms of this Agreement.

25 **12.14 Electronic Signatures.** The parties agree that this Agreement may be executed by
26 electronic signature as provided in this section.

27 (A) An "electronic signature" means any symbol or process intended by an individual
28 signing this Agreement to represent their signature, including but not limited to (1) a

1 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
2 electronically scanned and transmitted (for example by PDF document) version of an
3 original handwritten signature.

4 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
5 equivalent to a valid original handwritten signature of the person signing this Agreement
6 for all purposes, including but not limited to evidentiary proof in any administrative or
7 judicial proceeding, and (2) has the same force and effect as the valid original
8 handwritten signature of that person.

9 (C) The provisions of this section satisfy the requirements of Civil Code section
10 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
11 Part 2, Title 2.5, beginning with section 1633.1).

12 (D) Each party using a digital signature represents that it has undertaken and
13 satisfied the requirements of Government Code section 16.5, subdivision (a),
14 paragraphs (1) through (5), and agrees that each other party may rely upon that
15 representation.

16 (E) This Agreement is not conditioned upon the parties conducting the transactions
17 under it by electronic means and either party may sign this Agreement with an original
18 handwritten signature.

19 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
20 original, and all of which together constitute this Agreement.

21 [SIGNATURE PAGE FOLLOWS]
22
23
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

The parties are signing this Agreement on the date stated in the introductory clause.

Central Cal Waterworks, Inc.

COUNTY OF FRESNO


Jason Sherrell (Jan 3, 2023 17:37 PST)
Jason Sherrell, President


Sal Quintero, Chairman of the Board of Supervisors of the County of Fresno

PO Box 1088
Auberry, CA 93602

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

By: 
Deputy

For accounting use only:

Org No.: 9310, 9140, 9170, 9172, 9249, 9322, 9320, 9247
Account No.: 7295
Fund.: 4030, 0801, 0800, 0820, 0235, 0830, 0870
Subclass.: 40680, 16900, 16000, 12800, 16203, 16430

Exhibit A

Scope of Services

Fresno County ("County") desires to contract with Central California Waterworks, Inc. ("Contractor") for the services of a Chief Plant Operator, in accordance with the regulations of the State Water Resources Control Board, for Water and Wastewater systems, **starting Monday October 10, 2022**, at all or some of the following locations (also referred to as "Districts"):

- CSA 47 – Quail Lakes Water and Wastewater Systems
 - 7 days a week coverage for wastewater
 - 2 days a week coverage for water
- JJC – Juvenile Justice Campus Water and Wastewater Systems
 - 2 days a week coverage for water
 - 7 days a week coverage for wastewater
- CSA 30 – El Porvenir Water and Wastewater Systems
 - 3 days a week coverage for water
 - 2 days a week coverage for wastewater
- CSA 32 – Cantua Creek Water and Wastewater Systems
 - 3 days a week coverage for water
 - 2 days a week coverage for wastewater
- CSA 49 – O'Neill Farming Water System
 - 3 days a week coverage for water.

In addition, additional Central Cal Waterworks, Inc. staff will provide weekend coverage (Saturdays and Sundays, plus holidays) for Water and Wastewater System Operations, at the following locations:

- CSA 34 – Brighton Crest Water and Wastewater Systems
 - For water, the operator only needs to check meter reads and tank levels
- CSA 44D – Monte Verde Wastewater System.

The County agrees to permit the agents and representatives of Central Cal Waterworks, Inc. to have access to the facilities and equipment at any time during which the sole purpose for the access is the performance of services.

Central Cal Waterworks, Inc. shall:

1. Maintain the appropriate Districts as communicated on a bi-weekly basis by the County's Special Districts Supervising Water Wastewater Specialist;
2. Maintain proper records of the specified visits;
3. Ensure a means of communication to regulatory agencies in the event of routine or emergency operational problems;

Exhibit A

- 1 4. Ensure by personal action in collaboration with County Special Districts Staff that the
2 system is being operated in a manner that provides for the safe and proper wastewater
3 and potable water;
- 4 5. Ensure that all necessary and required routine operational control testing is being
5 performed;
- 6 6. Issue notices which include notification to the State Water Resources Control Board
7 regional office and the local and/or County Public Health Department, per regulatory
8 guidelines;
- 9 7. Respond to requests from County Special Districts Staff for information, site visits, or
10 any other requested data;
- 11 8. Ensure that all samples are taken in compliance with the California State Water
12 Resources Control Board;
- 13 9. Provide manpower for the collection of all required samples and submission of these
14 samples to Moore Twinning for analyses;
- 15 10. Must maintain and submit by required date to the State Water Resources Control Board,
16 and provide a copy to County Special Districts Staff, all required operating records and
17 reports including:
 - 18 a. Discharge Monitoring Reports;
 - 19 b. Monthly Operating Reports;
 - 20 c. Annual Wastewater Reports;
 - 21 d. Drinking Water Compliance Monitoring Reports; and
 - 22 e. Discharge Monitoring Reports (if applicable);
- 23 11. Central Cal Waterworks, Inc. will provide said services on a time and materials basis at
24 the rate schedule provided;
- 25 12. Submit invoices containing the scope of services performed over a bi-weekly period per
26 location within 60 days after the period in which the contractor performs services.

17 The County shall:

- 18 1. The County's Special Districts Supervising Water Wastewater Specialist shall
19 communicate District coverage needs to Contractor on a bi-weekly basis;
- 20 2. Provide materials for correcting any maintenance and/or operational problems;
- 21 3. Ensure that all projects requiring construction and operating permits meet State
22 Contractors Board Agency requirements;
- 23 4. Maintain copies of all pertinent reports and records at the treatment plant or other
24 onsite facility;
- 25 5. Shall not hire or offer employment to any existing or former Central Cal Waterworks,
26 Inc. employee for a period of two (2) years following the termination of services;
- 27 6. Be responsible for Laboratory fees;
- 28 7. Shall provide chemicals used in the water and wastewater systems;
8. Shall be responsible for the cost of septic pumping and sludge removal;
9. Shall pay Central Cal Waterworks, Inc. for services within 45 days of receiving an
approved invoice.

Exhibit B

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("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 used 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.

The 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

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and

Exhibit C

volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

Exhibit C

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.



RATE SCHEDULE EFFECTIVE JULY 1st, 2022

LABOR WASTEWATER TREATMENT OPERATOR	HOURLY RATE	OVERTIME RATES / EMERGENCY CALL OUT
CHIEF PLANT OPERATOR	\$125.75	\$188.62
OPERATOR GRADE V	\$125.75	\$188.62
OPERATOR GRADE IV	\$115.75	\$173.62
OPERATOR GRADE III	\$105.75	\$158.62
OPERATOR GRADE II	\$95.75	\$143.62
OPERATOR GRADE I-OIT	\$95.75	\$143.62
COLLECTION SYSTEM MAINTENANCE / INSPECTION	\$95.75	\$143.62
CHIEF OPERATOR/ OPERATIONS MANAGER	\$125.75	\$188.62
WATER TREATMENT OPERATOR T-3	\$125.75	\$188.62
WATER TREATMENT OPERATOR T-2	\$105.75	\$158.62
WATER TREATMENT OPERATOR T-1	\$95.75	\$143.62
WATER DISTRIBUTION OPERATOR D-3	\$125.75	\$188.62
WATER DISTRIBUTION OPERATOR D-2	\$105.75	\$158.62
WATER DISTRIBUTION OPERATOR D-1	\$95.75	\$143.62
ELECTRICAL	\$125.75	\$188.62
MAINTENANCE MECHANIC	\$105.75	\$158.62
EMERGENCY CALL OUT AFTER NORMAL WORKING HOURS 3:30 PM TO 7:30 AM	1.5 TIMES HOURLY RATE PER MAN HOUR	
EQUIPMENT DELIVERY FEE	\$250.00	\$250.00
SKID STEER 289C CAT	\$175.00 / hour	\$175.00
MINI EXCAVATOR JOHN DEERE 35D	\$150.00 /hour	\$150.00
SEPTIC PUMP TRUCK	Per Job T/M	Per Job T/M
TRAILER HYDRO FLUSHER FOR COLLECTION SYSTEM CLEANING	\$295.00 / hour	\$295.00
CRANE TRUCK	\$250.00 / hour plus mileage	\$250.00 / hour plus mileage
DUMP TRAILER	\$475.00 / Day	\$475.00 / Day
TRASH PUMP	\$250.00 PER DAY	\$250.00 PER DAY
AIR COMPRESSOR	\$50.00 PER DAY	\$50.00 PER DAY
MILEAGE FOR REGULAR VEHICLE	\$0.63PER MILE	\$0.63 PER MILE
TRAILER 20 FOOT	\$375.00 PER DAY	\$375.00 PER DAY

MANAGEMENT ◊ OPERATIONS ◊ MAINTENANCE



Additional Insurance premium for General liability Insurance.	Estimated Annual Increase
Increased from 1/2 million to 2/4 million policy which is required by Fresno County.	\$22,500.00

MANAGEMENT ♦ OPERATIONS ♦ MAINTENANCE