

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated March 19, 2024 and is between Central State, Inc., a California Corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. The Department of Public Works and Planning ("Department") requires sewage and leachate pumping services to operate and maintain sewage treatment facilities and leachate collection tanks in Special Districts, County Parks, the Juvenile Justice Campus (JJC), American Avenue Disposal Site (AADS), and Southeast Regional Disposal Site (SERDS).

B. The County released Request for Quotation (RFQ) No. 24-029 for Sewage Sludge Pumping and Removal Services on December 14, 2023, with a closing date of January 19, 2024. The Contractor's bid was the only bid submitted for RFQ No. 24-029. The Contractor's bid response satisfied the requirements of the Department.

C. The County and the Contractor desire to enter into an agreement in order to provide sewage and leachate pumping services to operate and maintain sewage treatment facilities and leachate collection tanks in Special Districts, County Parks, the Juvenile Justice Campus (JJC), American Avenue Disposal Site (AADS), and Southeast Regional Disposal Site (SERDS), pursuant to the terms and conditions of this Agreement.

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Services."

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws

1 and regulations.

2 **Article 2**

3 **County's Responsibilities**

4 2.1 The County shall:

5 (A) Compensate the Contractor as provided in this Agreement.

6 (B) Appoint the Director of Public Works and Planning or his designee as the **County**
7 **Representative** to administer the terms of this Agreement. The County Representative is
8 not authorized to agree to any modification of, amendment of, reduction of, or increase to
9 any compensation under this Agreement as described in Exhibit B to this Agreement, titled
10 "Compensation." Nor is the County Representative authorized to increase the contract
11 maximums.

12 (C) Ensure Contractor has access to all County facilities and sites where the
13 Contractor performs services under this Agreement. This Agreement does not grant to
14 Contractor any right to control or exclusively possess all or any portion of any County
15 facility and at any time authorized County staff may enter facilities where Contractor is
16 providing services.

17 (D) Provide contact(s) or make a county employee available to serve as contact(s) for
18 each District, Facility, or Location that is to receive services under this Agreement.

19 **Article 3**

20 **Compensation, Invoices, and Payments**

21 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for the
22 performance of its services under this Agreement as described in Exhibit B.

23 3.2 **Maximum Compensation.** Notwithstanding any other provision of this Agreement,
24 the total compensation for Services shall be limited for the term of the Agreement to the annual
25 maximum of nine hundred thousand dollars (\$900,000) for each one-year period of the Agreement
26 for years one, two, and three (1-3) and shall not exceed a maximum cumulative total of two million
27 seven hundred thousand dollars (\$2,700,000) for the total three-year term of the Agreement. If
28 this Agreement is extended for the maximum two (2) additional one-year renewal periods as

1 provided in article 4.2 below, then the maximum cumulative amount of compensation for Services
2 shall not exceed four million five hundred thousand dollars (\$4,500,000) during the entirety of the
3 five-year term of the Agreement with an annual maximum of nine hundred thousand dollars
4 (\$900,000) for each one-year renewal period. If this Agreement is only extended for one (1)
5 additional renewal period, then the maximum cumulative amount of compensation for services
6 under this Agreement shall not exceed three million six hundred thousand dollars (\$3,600,000)
7 during the entirety of the extended four-year term of this Agreement with an annual maximum of
8 nine hundred thousand dollars (\$900,000) for the one-year renewal period.

9 3.3 The Contractor acknowledges that the County is a local government entity and does
10 so with notice that the County's powers are limited by the California Constitution and by State law,
11 and with notice that the Contractor may receive compensation under this Agreement only for
12 services performed according to the terms of this Agreement and while this Agreement is in effect,
13 and subject to the maximum amount payable under this section. The Contractor further
14 acknowledges that County employees have no authority to pay the Contractor except as
15 expressly provided in this Agreement.

16 3.4 **Invoices.** The Contractor shall submit invoices to the Department of Public Works and
17 Planning via email to PWPBusinessOffice@fresnocountyca.gov or by sending invoices to the
18 following address:

19 Public Works and Planning – Resources Division
20 2220 Tulare St., 6th Floor
21 Fresno CA 93721-2106

22 Each invoice shall include this Agreement number and identify the facility or site serviced. The
23 Contractor shall submit each invoice within 60 days after the month in which the Contractor
24 performs services and in any case within 60 days after the end of the term or termination of this
25 Agreement.

26 3.5 **Payment.** The County shall pay each correctly completed and timely submitted invoice
27 within 45 days after receipt. The County shall remit any payment to the Contractor's address
28 specified in the invoice.

- 1 (A) Modify the services provided by the Contractor under this Agreement; or
2 (B) Terminate this Agreement.

3 **6.2 Termination for Breach.**

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

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

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

- 12 (1) Obtained or used funds illegally or improperly;
13 (2) Failed to comply with any part of this Agreement;
14 (3) Submitted a substantially incorrect or incomplete report to the County; or
15 (4) Improperly performed any of its obligations under this Agreement.

16 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
17 County may terminate this Agreement by giving at least 30 days advance written notice to the
18 Contractor.

19 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
20 under this Article 6 is without penalty to or further obligation of the County.

21 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
22 6, the County may demand repayment by the Contractor of any monies disbursed to the
23 Contractor under this Agreement that, in the County's sole judgment, were not expended in
24 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
25 demand. This section survives the termination of this Agreement.
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1 **Article 7**

2 **Independent Contractor**

3 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
4 agents, employees, and volunteers, is at all times acting and performing as an independent
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
6 venturer, partner, or associate of the County.

7 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
8 manner or method of the Contractor's performance under this Agreement, but the County may
9 verify that the Contractor is performing according to the terms of this Agreement.

10 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
11 right to employment rights or benefits available to County employees. The Contractor is solely
12 responsible for providing to its own employees all employee benefits required by law. The
13 Contractor shall save the County harmless from all matters relating to the payment of Contractor's
14 employees, including compliance with Social Security withholding and all related regulations.

15 7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement,
16 the Contractor may provide services to others unrelated to the County.

17 **Article 8**

18 **Indemnity and Defense**

19 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County
20 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
21 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of
22 any kind to the County, the Contractor, or any third party that arise from or relate to the
23 performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors,
24 or employees) under this Agreement. The County may conduct or participate in its own defense
25 without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

26 8.2 **Survival.** This Article 8 survives the termination of this Agreement.
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1 **Article 9**

2 **Insurance**

3 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
4 Agreement.

5 **Article 10**

6 **Inspections, Audits, and Public Records**

7 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
8 the County may examine at any time during business hours and as often as the County deems
9 necessary, all of the Contractor's records and data with respect to the matters covered by this
10 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
11 request by the County, permit the County to audit and inspect all of such records and data to
12 ensure the Contractor's compliance with the terms of this Agreement.

13 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
14 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
15 California State Auditor, as provided in Government Code section 8546.7, for a period of three
16 years after final payment under this Agreement. This section survives the termination of this
17 Agreement.

18 10.3 **Public Records.** The County is not limited in any manner with respect to its public
19 disclosure of this Agreement or any record or data that the Contractor may provide to the County.
20 The County's public disclosure of this Agreement or any record or data that the Contractor may
21 provide to the County may include but is not limited to the following:

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

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

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

4 (D) This Agreement, and any record or data that the Contractor may provide to the
5 County, is subject to public disclosure as a public record under the California Public
6 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with
7 section 6250) ("CPRA").

8 (E) This Agreement, and any record or data that the Contractor may provide to the
9 County, is subject to public disclosure as information concerning the conduct of the
10 people's business of the State of California under California Constitution, Article 1, section
11 3, subdivision (b).

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

16 **10.4 Public Records Act Requests.** If the County receives a written or oral request under
17 the CPRA to publicly disclose any record that is in the Contractor's possession or control, and
18 which the County has a right, under any provision of this Agreement or applicable law, to possess
19 or control, then the County may demand, in writing, that the Contractor deliver to the County, for
20 purposes of public disclosure, the requested records that may be in the possession or control of
21 the Contractor. Within five business days after the County's demand, the Contractor shall (a)
22 deliver to the County all of the requested records that are in the Contractor's possession or control,
23 together with a written statement that the Contractor, after conducting a diligent search, has
24 produced all requested records that are in the Contractor's possession or control, or (b) provide
25 to the County a written statement that the Contractor, after conducting a diligent search, does not
26 possess or control any of the requested records. The Contractor shall cooperate with the County
27 with respect to any County demand for such records. If the Contractor wishes to assert that any
28 specific record or data is exempt from disclosure under the CPRA or other applicable law, it must

1 deliver the record or data to the County and assert the exemption by citation to specific legal
2 authority within the written statement that it provides to the County under this section. The
3 Contractor's assertion of any exemption from disclosure is not binding on the County, but the
4 County will give at least 10 days' advance written notice to the Contractor before disclosing any
5 record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall
6 indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that
7 results from the Contractor's delay, claim of exemption, failure to produce any such records, or
8 failure to cooperate with the County with respect to any County demand for any such records.

9 **Article 11**

10 **Disclosure of Self-Dealing Transactions**

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

13 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
14 self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-
15 Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the
16 County before commencing the transaction or immediately after.

17 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
18 a party and in which one or more of its directors, as an individual, has a material financial interest.

19 **Article 12**

20 **General Terms**

21 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
22 Agreement may not be modified, and no waiver is effective, except by written agreement signed
23 by both parties. The Contractor acknowledges that County employees have no authority to modify
24 this Agreement except as expressly provided in this Agreement.

25 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under
26 this Agreement without the prior written consent of the other party.

27 12.3 **Governing Law.** The laws of the State of California govern all matters arising from or
28 related to this Agreement.

1 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County,
2 California. Contractor consents to California jurisdiction for actions arising from or related to this
3 Agreement, and, subject to the Government Claims Act, all such actions must be brought and
4 maintained in Fresno County.

5 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous,
7 that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

8 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

9 12.7 **Headings.** The headings and section titles in this Agreement are for convenience only
10 and are not part of this Agreement.

11 12.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction
12 to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and
13 the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement
14 with lawful and enforceable terms intended to accomplish the parties' original intent.

15 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
16 not unlawfully discriminate against any employee or applicant for employment, or recipient of
17 services, because of race, religious creed, color, national origin, ancestry, physical disability,
18 mental disability, medical condition, genetic information, marital status, sex, gender, gender
19 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
20 all applicable State of California and federal statutes and regulation.

21 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
22 of the Contractor under this Agreement on any one or more occasions is not a waiver of
23 performance of any continuing or other obligation of the Contractor and does not prohibit
24 enforcement by the County of any obligation on any other occasion.

25 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
26 between the Contractor and the County with respect to the subject matter of this Agreement, and
27 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
28 publications, and understandings of any nature unless those things are expressly included in this

1 Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits
2 and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to
3 the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

4 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create
5 any rights or obligations for any person or entity except for the parties.

6 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

12 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
13 electronic signature as provided in this section.

14 (A) An “electronic signature” means any symbol or process intended by an individual
15 signing this Agreement to represent their signature, including but not limited to (1) a digital
16 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
17 scanned and transmitted (for example by PDF document) version of an original
18 handwritten signature.

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

24 (C) The provisions of this section satisfy the requirements of Civil Code section 1633.5,
25 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2,
26 Title 2.5, beginning with section 1633.1).
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1 (D) Each party using a digital signature represents that it has undertaken and satisfied
2 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
3 through (5), and agrees that each other party may rely upon that representation.

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

7 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
8 original, and all of which together constitute this Agreement.

9 [SIGNATURE PAGE FOLLOWS]

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

2 CENTRAL STATE, INC.

COUNTY OF FRESNO

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5 Cari Cotton, CFO

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

6 P.O. Box 730
7 Auberry, CA 93602

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

9
10 By: 
Deputy

11 For accounting use only:

12 **Special Districts**

13 Org No.: 9140, 9141, 9166, 9181, 9244, 9247, 9254, 9310, 9320, 9351, 9358, 9360

14 Account No.: 7220

Fund No.: 0740, 0801, 0830, 0810, 0870, 0890, 0900, 0920, 4030

15 Subclass No.: 16000, 16120, 16200, 16202, 16210, 16400, 16430, 16900, 40680

16 **Parks**

17 Org No.: 7910

18 Account No.: 7430

Fund No.: 0001

19 Subclass No.: 10000

20 **AADS/SERDS**

21 Org No.: 9026, 9020

22 Account No.: 7295, 7220

23 Fund No.: 0700, 0720

24 Subclass No.: 15000

Exhibit A

Scope of Services

The Contractor agrees to perform all services and provide all goods (such services and goods to include, but not limited to, all labor, material, parts, equipment, transportation costs and expenses, taxes, etc.) related to performance of, and necessary to perform, sewage sludge and leachate pumping and removal at sewage treatment plants and leachate collection tanks located in the following Special Districts, Parks, JJC, AADS, and SERDS:

1.) Group I – Special Districts and the JJC:

- a. County Service Area No. 1 (CSA 1 / Tamarack)
- b. County Service Area No. 31B and Waterworks District No. 41-S (CSA 31B & WWD 41S / Shaver Lake)
- c. County Service Area No. 34 (CSA 34 / Millerton New Town Wastewater Treatment Facility)
- d. County Service Area No. 34A (CSA 34A / Brighton Crest)
- e. County Service Area No. 34C (CSA 34C / Bella Vista)
- f. County Service Area No. 44A (CSA 44A / Friant Mobile Home Park)
- g. County Service Area No. 44D (CSA 44D / Monte Verdi)
- h. County Service Area No. 47 (CSA 47 / Quail Lake)
- i. Waterworks District No. 38 (WWD 38 / Sky Harbour)
- j. Waterworks District No. 40 (WWD 40 / Shaver Springs)
- k. Juvenile Justice Campus (JJC)

2.) Group II – Vault Toilets and Recreational Dump Station:

- a. Winton Park
- b. Avocado Lake Park
- c. Lost Lake Recreational Area
- d. Choinumni Park
- e. Laton-Kingston Park
- f. Kearney Park

3.) Group III – Recreational Dump Station

Exhibit A

- 1 a. Choinumni Park
- 2 b. Lost Lake Recreational Area
- 3 c. Kearney Park

4 4.) Group IV - Southeast Regional Disposal Site (SERDS) and American Avenue 5 Disposal Site (AADS)

- 6 A. Some mountain areas such as CSA 1, CSA 31B and WWD 41S, and WWD 40, typically
7 experience snowfall during the months of November through April each year. Contractor
8 must be equipped with a 4x4 truck capable of entering the roads under such weather
9 conditions. Severe weather conditions may also require the attachment of tire chains. In
10 the event that tire chains are required due to severe weather conditions, Contractor must
11 have the ability to perform services under the terms of this Agreement.
- 12 B. Contractor will provide after-hours emergency services (work that must commence
13 outside of 8:00 a.m. to 5:00 p.m., Monday through Friday, or on California State
14 Holidays) to County, upon request by the County Director of Public Works and Planning,
15 or his/her designee, and charge the rates delineated in Exhibit B for such services.
- 16 C. Trucks dispatched to sewage plants and leachate collection tanks shall be empty and
17 must have the capability to meet the pumping needs. The Contractor must be able to
18 pump up to the "estimated gallons pumped at each service" as specified in Exhibit B,
19 without charging an additional trip. The certified total capacity of the truck's tank must be
20 clearly stated on the exterior of the tank.
- 21 D. Services may vary by Group and may require a regular service schedule or call for
22 services as needed. County shall notify the Contractor of the need for services, and
23 Contractor shall perform all necessary services between the hours of 8:00 a.m. and 5:00
24 p.m. within twenty-four (24) hours of notification. Contractor will provide County with an
25 estimated time of arrival at the requested site upon receipt of request.
- 26 E. Contractor covenants, promised, and represents that all material pumped from the
27 sewage plants and leachate collection tanks shall be disposed of at a disposal site
28 legally authorized to accept the type of material being disposed.

Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

1) Rate Per Servicing Event

- a) Servicing events shall be invoiced at the rates listed in Tables 1, 1-A, 2, 3, and 4.
- b) The Estimated Gallons Pumped at Each Servicing in Tables 1, 1-A, 3, and 4 are an estimate of the gallons that will be pumped per servicing event. Typically, individual servicing events will not exceed this amount.
- c) Frequency of Servicing for Annual Period is the estimated number of servicing events for an annual period, the actual number of servicing events may vary.
- d) The Base Rates Per Servicing Event include all costs, including, but not limited to, all labor, material, parts, equipment, transportation costs and expenses, taxes, etc., associated with providing sewage, leachate, and sludge pumping and removal at the specified Districts, Facilities or Locations up to the estimated gallons to be pumped at each servicing event.
- e) Some mountain areas typically experience snowfall during the months of November through April. Contractor shall be capable of entering roads under such weather conditions, including ensuring any vehicle used by Contractor is appropriately equipped for snow conditions. Rates for Snowfall/Winter Road Conditions for Special Districts Facilities are listed in Table 1-A.
- f) For Vault Toilet locations, Contractor will, upon County direction, remove debris such as cans, cups, and other matter not typically removed by pumping, once per calendar year for each location. Manual removal of debris not typically removed by pumping from the vault toilets listed in Table 2 (e.g., cans, cups, etc.) is included in the regular service Base Rate.

Exhibit B

Table 1 – Special District Sludge Pumping Facilities

<u>Facility</u>	<u>Estimated Gallons Pumped Each Service</u>	<u>Approximate Frequency of Service (Annual)</u>	<u>Base Rate per Service (up to estimated gallons)</u>
CSA 1 (Tamarack)	3000	10	\$900
CSA 31B & WWD 41S (Shaver Lake)	3000	50	\$700
CSA 34 (Millerton New Town)	3500	170	\$650
CSA 34A (Brighton Crest)	1500 gallons	15 step tanks a year	\$450
CSA 34C (Bella Vista)	3500	6-12	\$650
CSA 44A (Friant Mobile Home Park)	3500	17	\$650
CSA 44D (Monte Verdi)	4200	70	\$650
CSA 47 (Quail Lake)	3500	170	\$620
WWD 38 (Sky Harbour)	3500	10	\$700
WWD 40 (Shaver Springs)	3500	12	\$750
JJC	3000	56	\$550

**Table 1-A Special Districts Sludge Pumping Facilities -
Snowfall/Winter Road Conditions**

<u>Facility</u>	<u>Estimated Gallons Pumped Each Service</u>	<u>Approximate Frequency of Service (Annual)</u>	<u>Base Rate per Service</u>
CSA 1 (Tamarack)	3000	3-5	\$1200
CSA 31B & WWD 41S (Shaver Lake)	3000	3-5	\$950

Exhibit B

WWD 40 (Shaver Springs)	3000	3-5	\$850
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Table 2 – Vault Toilets

<u>Site</u>	<u>Number of Restroom Vaults</u>	<u>Individual Vault Capacity</u>	<u>Estimated Frequency of Service (Annual)</u>	<u>Rate Per Service</u>
Winton Park	2	2000	1	\$450
Avocado Lake Park	6	3000	2	\$1800
Lost Lake Recreation Area	7	2000	2	\$2800
Choinumni Park	6	3000	1	\$300
Laton-Kingston Park	3	3000	1	\$600
Kearney Park	12	3000	1	\$500

Table 3 – Recreational Dump Station

<u>Site</u>	<u>Estimated Gallons Pumped Each Service</u>	<u>Estimated Frequency of Service (Annual)</u>	<u>Rate per Service</u>
Choinumni Park	1500	4	\$700
Lost Lake Recreation Area	4000	2	\$700
Kearney Park	3000	1	\$600

Table 4 – Disposal Sites

<u>Disposal Site Location</u>	<u>Estimated Gallons Pumped Each Service</u>	<u>Estimated Frequency of Service (Annual)</u>	<u>Rate per Service</u>
SERDS	650	52	\$350
AADS	3000	20	\$410

2) Overage Rate

The Contractor must be able to pump up to the “estimated gallons pumped at each service” or Individual Vault Capacity as specified in Exhibit B, without charging an additional trip. Should

Exhibit B

1 pumping and removal services be required beyond the estimated gallons to be pumped in a
2 single servicing event, Contractor will charge \$0.25 per gallon or return for a second service.

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4 3) After-Hours Emergency Services

5 Upon request by County, Contractor will charge \$200 per hour to provide after-hours emergency
6 services. After-hours work must commence outside of 8:00 a.m. to 5:00 p.m., Monday through
7 Friday, or on California State Holidays. Contractor must respond for any such emergency
8 service within twenty-four (24) hours.

9 4) Stand By Time

10 Occasionally, Contractor's performance of service may be delayed by circumstances created by
11 County. To compensate the Contractor for County caused delays, an hourly rate of \$150 per
12 hour for stand-by time will be allowed. The Contractor shall note on the invoice if a situation
13 requiring a stand-by rate to be charged has occurred. The following will apply to the stand-by
14 rate:

- 15 a) Stand-by hourly rate to commence only after contractor has been on site for a period of
16 two (2) hours.
- 17 b) Service was not completed within a three (3) hour period due to circumstances created
18 by County.
- 19 c) To be charged on a one quarter (1/4) hour basis.
- 20 d) Lunch periods, breaks, or other periods that Contractor is not available to perform
21 service shall be excluded from the stand-by charge.
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Exhibit C

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).

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(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 D

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. The Automobile Liability policy shall be endorsed to delete paragraph A of the Pollution Exclusion (or, alternatively, include a CA 9948 endorsement) and add the Motor Carrier Act (MCS90) endorsements required by Federal or State authorities and Transportation Pollution Liability coverage for Two Million Five Hundred Thousand Dollars (\$2,500,000). Additional coverage will be required for Class A commercial vehicles with a combined limit of not less than Three Million Dollars (\$3,000,000). Coverage should include owned and non-owned vehicles 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.
- (E) **Contractors Pollution and/or Errors & Omissions.** Applicable to the work being performed, with a limit no less than Two Million Dollars (\$2,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) aggregate per policy period of one year. This policy shall include the County as an additional insured, and Contractor's insurance shall be primary. If this policy is claims-made, Contractor is required to maintain tail coverage for a minimum of five years following the termination or expiration of this Agreement.

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

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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 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.

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- (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.
- (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.