

AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of March, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Central State Inc., a California corporation, whose address is P.O. Box 730, Auberry, CA 93602, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the COUNTY requires sewage pumping services in order to operate and maintain sewage treatment facilities in Special Districts, County Parks, the Juvenile Justice Campus (JJC), American Avenue Disposal Site (AADS), and Southeast Regional Disposal Site (SERDS); and

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

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 (including, 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 (Tamarack)
- b. County Service Area No. 31-B and Waterworks District
No. 41-S (Shaver Lake)
- c. County Service Area No. 34 (Millerton New Town Waste Water
Treatment Facility)
- d. County Service Area No. 34-A (Brighton Crest)
- e. County Service Area No. 34-C (Bella Vista)
- f. County Service Area No. 34-D (Renaissance at Bella Vista)

- g. County Service Area No. 44-A (Friant Mobile Home Park)
- h. County Service Area No. 44-D (Monte Verdi)
- i. County Service Area No. 47 (Quail Lake)
- j. Waterworks District No. 38 (Sky Harbour)
- k. Waterworks District No. 40 (Shaver Springs)
- l. JJC – 3333 E. American Ave. Building 711, Fresno, CA 93725

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

- a. Winton Park
- b. Avocado Lake Park
- c. Choinumni Park
- d. Lost Lake Recreational Area

4.) Group III – AADS and SERDS

B. CONTRACTOR will charge COUNTY at the rates delineated in Attachment A, a true and correct copy of which is attached hereto and incorporated herein by this reference. In addition to the rates and terms delineated in Attachment A, the CONTRACTOR and COUNTY agree as follows:

1. CONTRACTOR will provide after hours (work that must commence outside of 8:00 a.m. to 5:00 p.m., Monday through Friday, or on California State Holidays) emergency services to COUNTY, upon request by the COUNTY Director of Public Works and Planning, or his/her designee, and charge the rates delineated in Attachment A for such services.

2. If for any reason CONTRACTOR is required to use snow chains during a service trip, CONTRACTOR may charge up to an additional \$250 for the trip.

3. For purposes of the Base Rates Per Servicing Event, Costs Per Service, and Rates Per Service, delineated in Attachment A, such 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, Locations.

4. For Group I Facilities and Districts, the Base Rates Per Servicing Event, as

1 listed in Attachment A, are for pumping and removal services up to the "Gallons to be
2 pumped at each servicing" (see Attachment A). Should additional pumping and removal
3 services be required beyond "Gallons to be pumped at each servicing", CONTRACTOR
4 will charge \$0.25 per gallon or return for a second service. In the event of a need for
5 additional gallonage removal or pumping, the details will be agreed upon by the
6 CONTRACTOR and the COUNTY's Director of Public Works and Planning, or his/her
7 designee, including whether or not additional gallons can be added to a particular service
8 or whether an additional service is instead needed.

9 5. For Group II-A Locations, CONTRACTOR will, upon the COUNTY Director of
10 Public Works, or his/her designee, direction, remove debris such as cans, cups and other
11 matter not typically removed by pumping, once per calendar year for each location.
12 CONTRACTOR will perform this service at no additional cost to COUNTY, as the cost is
13 included in and divided between the cost per service rates.

14 6. For Group II-B Locations, CONTRACTOR will charge \$505 per service at
15 Choinumni Location, for the first 1,500 gallons, and \$650 per service at the Lost Lake
16 Location, for the first 4,000 gallons, and, in the event that the additional gallons beyond
17 the totals mentioned in this paragraph must be removed, CONTRACTOR may charge
18 \$0.25 per gallon. In the event of a need for additional gallonage removal or pumping, the
19 details will be agreed upon by the CONTRACTOR and the COUNTY's Director of Public
20 Works and Planning, or his/her designee, including whether or not additional gallons can
21 be added to a particular service or whether an additional service is, instead, needed.

22 7. For Group III locations, CONTRACTOR will charge \$350 per service at the
23 SERDS location, for the first 650 gallons, and \$410 per service at the AADS location, for
24 the first 3,000 gallons, and, in the event that the additional gallons beyond the totals
25 mentioned in this paragraph must be removed, CONTRACTOR may charge \$0.25 per
26 gallon. In the event of a need for additional gallonage removal or pumping, the details
27 will be agreed upon by the CONTRACTOR and the COUNTY's Director of Public Works
28 and Planning, or his/her designee, including whether or not additional gallons can be

1 added to a particular service or whether an additional service is, instead, needed.

2 8. CONTRACTOR may charge COUNTY for STANDBY TIME, as delineated in
3 Attachment A.

4 C. Trucks dispatched to sewage plants and leachate collection tanks shall be empty
5 and must have a minimum capacity of 3,000 gallons. If the estimated gallons to be pumped at each
6 servicing is over 3,000 gallons, the CONTRACTOR must be able to pump up to the "Gallons to be
7 pumped at each servicing" as specified in Attachment A, without charging for an additional trip. The
8 certified total capacity of the truck's tank must be clearly stated on the exterior of the tank.

9 D. COUNTY shall notify CONTRACTOR of the need for services, as delineated in
10 Section 1.A, and CONTRACTOR shall perform all necessary services within twenty-four (24) hours of
11 notification. CONTRACTOR will provide County with an estimated time of arrival at the requested
12 service site upon receipt of a notice delineated in this Section 1.C. The contact person for the
13 CONTRACTOR shall be: Cari Cotton Telephone: (559) 855-2532; Cell: (559) 907-0428; E-mail:
14 centralstate@netptc.net. The Director of Public Works and Planning, or his/her designee, is authorized
15 to notify and request services pursuant to this Section 1.C.

16 E. CONTRACTOR covenants, promises, and represents that all material pumped
17 from the sewage treatment plants and leachate collection tanks shall be disposed of at a disposal site
18 legally authorized to accept the type of material being disposed. The CONTRACTOR has provided the
19 name and location of the dump site that will be used for the services provided in this Agreement and site
20 is the Fresno City Dump Facility Wastewater Treatment Plant located at 5607 W. Jenson Ave., Fresno,
21 CA 93706. If the CONTRACTOR changes the disposal site, the COUNTY must be notified within
22 seventy-two (72) hours after that change.

23 2. OBLIGATIONS OF THE COUNTY

24 A. COUNTY will provide a contact(s) or make a COUNTY employee available to
25 serve as contact(s) for each District, Facility, or Location, that is to receive services under this
26 Agreement. The COUNTY contact(s) will be selected by the Director of Public Works and Planning, or
27 his/her designee. This COUNTY contact will at the time of each service request, or upon request from
28

1 CONTRACTOR, inform CONTRACTOR of the amount of gallons to be removed from each specific
2 District, Facility, or Location.

3 B. COUNTY shall compensate the CONTRACTOR as provided in this Agreement
4 and Attachment A.

5 C. COUNTY shall provide a "COUNTY Representative" who will represent the
6 COUNTY and who will work with the CONTRACTOR in carrying out the provisions of this Agreement.
7 The COUNTY Representative will be the COUNTY Director of the Department of Public Works and
8 Planning, or his/her designee. The CONTRACTOR shall communicate and coordinate with the
9 COUNTY Representative, who will provide the following services:

10 1. Examine documents submitted to the COUNTY by the CONTRACTOR
11 and timely render decisions pertaining thereto; and

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

15 3. The COUNTY Representative is not authorized to agree to any
16 modification of, amendment of, reduction of, or increase to, the fees outlined in Attachment A. Nor is the
17 COUNTY Representative authorized to increase the contract maximums.

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

24 3. TERM AND RENEWAL

25 The term of this Agreement shall be for a period of three (3) years, commencing on the
26 twelfth (12th) day of March, 2019 through and including the eleventh (11th) day of March 2022. This
27 Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written
28 approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month

1 extension period. The Director of the Department of Public Works and Planning or his or her designee is
2 authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory
3 performance.

4 4. TERMINATION

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

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

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

15 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
16 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither
17 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
18 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the
19 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of
20 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR
21 shall promptly refund any such funds upon demand.

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

25 5. COMPENSATION/INVOICING

26 A. Notwithstanding any other provision in this Agreement, the total compensation for
27 services shall not exceed a maximum One Million Eight Hundred Thousand Dollars (\$1,800,000) for the
28 three (3) year term of the Agreement. If this Agreement is extended for one of or both of the two (2) renewal

1 periods, as delineated in Section 3, the maximum compensation for services shall be limited to Six Hundred
2 Thousand Dollars (\$600,000) for each one (1) year renewal period. In no event shall maximum
3 compensation for services under this Agreement exceed a maximum Three Million Dollars (\$3,000,000) for
4 the total five (5) year period covered by the initial term and the two renewal periods, if they occur.

5 B. For invoicing and compensation purposes, the CONTRACTOR shall use the costs
6 and rates specified within the Quotation Schedule detailed in Attachment A to this Agreement. The costs
7 and rates listed in Attachment A herein are to remain in effect for the duration of this Agreement and may
8 only be changed, modified, or amended, in writing, with approval of the COUNTY Board of Supervisors.

9 6. INDEPENDENT CONTRACTOR

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

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

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

1 7. MODIFICATION

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

4 8. HOLD HARMLESS

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

13 9. INSURANCE

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

18 A. Commercial General Liability

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

24 B. Automobile Liability

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

28 The Automobile Liability policy shall be endorsed to delete paragraph A of the Pollution

1 Exclusion (or, alternatively, include a CA 9948 endorsement) and add the Motor Carrier Act (MCS90)
2 endorsements required by Federal or State authorities and Transportation Pollution Liability coverage for
3 Two Million Five Hundred Thousand Dollars (\$2,500,000).

4 Additional coverage will be required for Class A commercial vehicles with a combined limit
5 of not less than Three Million Dollars (\$3,000,000). Coverage should include owned and non-owned
6 vehicles used in connection with this Agreement.

7 C. Professional Liability

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

11 This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain,
12 at its sole expense, in full force and effect for a period of three years following the termination of this
13 Agreement, one or more policies of professional liability insurance with limits of coverage as specified
14 herein.

15 D. Worker's Compensation

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

18 E. Contractors Pollution and/or Errors & Omissions

19 Applicable to the work being performed, with a limit no less than Two Million Dollars
20 (\$2,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) aggregate per policy period of
21 one year.

22 This policy should include the COUNTY as an additional insured, and CONTRACTOR's
23 insurance should be primary. If this policy is claims-made, CONTRACTOR is required to maintain tail
24 coverage to be maintained for a minimum of five years following the termination or expiration of this
25 Agreement.

26 F. Additional Requirements Relating to Insurance

27 Contractor shall obtain endorsements to the Commercial General Liability insurance naming
28 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional

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

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

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

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

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

10. AUDITS AND INSPECTIONS

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

If this Agreement exceeds Ten Thousand Dollars (\$10,000), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

11. NOTICES

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

COUNTY OF FRESNO

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

CONTRACTOR

Central State Inc.
P.O. Box 730
Auberry, CA 93602
Attention: Cari Cotton, Manager

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

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

6 12. GOVERNING LAW

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

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

11 13. REQUIRED APPROVALS:

12 It is understood that the CONTRACTOR shall not assign, sublet, subcontract, or transfer
13 CONTRACTOR's rights, duties, or obligations in this Agreement without the prior express, written
14 consent and approval of the COUNTY. Such consent and approval may be given only by the COUNTY
15 Board of Supervisors.

16 14. COMPLIANCE WITH LAWS

17 CONTRACTOR shall comply with all applicable Federal, State, and local laws,
18 ordinances, regulations, and Fresno County Charter Provisions in effect at the time of CONTRACTOR's
19 performance of the professional services to be provided hereunder.

20 15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

24 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
25 transactions that they are a party to while CONTRACTOR is providing goods or performing services
26 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
27 is a party and in which one or more of its directors has a material financial interest. Members of the
28 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and

signing a Self-Dealing Transaction Disclosure Form, attached hereto as Attachment B and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

16. CONTRACTOR's LEGAL AUTHORITY

Each individual executing this Agreement on behalf of CONTRACTOR hereby covenants, warrants, and represents: (i) that he or she is duly authorized to execute and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporations' articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONTRACTOR is a duly organized and legally existing partnership in the State of California.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement or its Attachments. In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding Attachment A); (2) Attachment A; and (3) Attachment B.

18. SEVERABILITY:

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

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

3
4 **CONTRACTOR**


COUNTY OF FRESNO

5
6 
7 _____
8 (Authorized Signature)

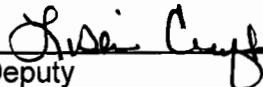
9 Cari Cotton / CFO
10 Print Name and Title

11 PO Box 730
12 Mailing Address

13 Sherry Ca 93602
14 City, State, and Zip Code


Nathan Magsig, 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

By 
Deputy

15
16
17
18 **FOR ACCOUNTING USE ONLY**

19 Special Districts
20 ORG No.: Various Budgets
21 Account No.: 7220

22 Parks
23 ORG No.: 7910
24 Account No.: 7430
Fund No.: 0001
Subclass No.: 10000

25 AADS/SERDS
26 ORG No.: 9026/9020
27 Account No.: 7295/7220
28 Fund No.: 0700/0720
Subclass No.: 15000

COUNTY OF FRESNO



REQUEST FOR QUOTATION

NUMBER: 19-034

SEWAGE SLUDGE PUMPING SERVICES

Issue Date: December 3, 2018

Closing Date: DECEMBER 20, 2018 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Darren Howard at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFQ.
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of 2 % 15 days will apply. County does not accept terms less than 15 days.

Central State, Inc

COMPANY

Carl Cotton

CONTACT PERSON

PO Box 730

ADDRESS

Auberry

CITY

CA

STATE

93602

ZIP CODE

559 855-2532 x 2

TELEPHONE NUMBER

CentralState@netpic.net

E-MAIL ADDRESS

[Signature]
 AUTHORIZED SIGNATURE

Carl Cotton

PRINT NAME

CFO/Manager

TITLE

Purchasing Use: DH:st

ORG/Requisition: 9140/7910 / 9101900066/9261900073/1401900043

BIDDER TO COMPLETE:**SUBCONTRACTORS:**

List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

[Signature]

QUOTATIONS:

** See Specification Sheet*

Description of Vehicle	Certified Total Tank Capacity	Rate for Servicing Event Using Full Tank Capacity	After hours emergency rate (call out time after normal business)
315 KWT-370	3050	\$ *	\$ 160 per Hr
310B Trailer	5400	\$ *	\$ 160 per Hr
317 KWT-880	3575	\$ *	\$ 160 per Hr
312A FELB-Crescent Tractor		\$ N/A	\$ N/A
312C PTRB-384 Tractor		\$ N/A	\$ N/A

All costs (labor, mileage, etc.) should be included in the hourly rate.

INSURANCE:

Insurance Type	Carrier	Expiration Date
Commercial General Liability: (\$2,000,000/\$4,000,000)	Amtrust	7-10-19
Automobile Liability (\$1,000,000)	Amtrust	7-10-19
Class A Commercial Vehicle (\$3,000,000)	Amtrust	7-10-19
Pollution Exclusion or CA 9948 Endorsement	Amtrust	7-10-19
Motor Carrier Act (MCS90) Endorsement	Amtrust	7-10-19
Transportation Liability Insurance (\$2,500,000)	Amtrust	7-10-19
Worker's Compensation:	Amtrust	10-1-19

Vendor Name Central State

GROUP I SPECIAL DISTRICTS SEWAGE SLUDGE PUMPING

QUOTATION SCHEDULE

All labor, material, equipment, transportation, disposal fees, taxes, etc. to perform sewage sludge pumping and removal as specified.

*****NOTE: THE COUNTY OF FRESNO WOULD PREFER TO HAVE ONE CONTRACTOR FOR ALL SERVICES. HOWEVER, THE COUNTY OF FRESNO RESERVES THE RIGHT TO AWARD EACH GROUP INDEPENDENT OF THE OTHER. FOR EXAMPLE, GROUP I, GROUP II (II-A AND II-B ARE ONE GROUP), AND GROUP III COULD POTENTIALLY BE AWARDED TO DIFFERENT CONTRACTORS. CONTRACTOR MUST BID ON EVERY LOCATION WITHIN EACH GROUP TO QUALIFY FOR POTENTIAL AWARDATION.**

	District or Facility:		*Gallons to be pumped at each servicing	Frequency of Servicing for an annual period	**Base Rate Per Servicing Event	*** Rate per gallon for overage up to 3000 gal
1	CSA 1	Tamarack	3000	10	<u>\$635</u>	\$
2.	CSA 31-B & WWD 41S	Shaver Lake	3000	20	<u>\$565</u>	\$
3.	CSA 34	Millerton New Town WWTF	3500	100	<u>\$555</u>	\$
4.	CSA 34-A	Brighton Crest	Each step tank has capacity of 1500 gallons	15	<u>\$368</u>	\$
5.	CSA 34-C	Bella Vista	3500	12	<u>\$555</u>	\$
6.	CSA 34-D	Renaissance @ BV	3500	12	<u>\$555</u>	\$
6.	CSA 44-A	Friant Mobile Home Park	3500	20	<u>\$420</u>	\$
7.	CSA 44-D	Monte Verdi	3500	52	<u>\$555</u>	\$
8.	CSA 47	Quail Lake	4200	200	<u>\$610</u>	\$

sheet
See specification *

9.	WWD 38	Sky Harbour	3500	10	<u>\$610</u>	\$
10.	WWD 40	Shaver Springs	3500	12	<u>\$610</u>	\$
11.	Juvenile Justice Campus	Hwy 99 & American	3500	56	<u>\$535</u>	\$
12.	After hours emergency rate (call out time after normal business hours)				<u>\$160</u>	Per Hour

*The amount shown in this column is an estimate of the gallons that will be pumped per servicing event. Typically however, each servicing event will not exceed this amount.

**This is an estimate of the number of servicing events for an annual period. The actual number of servicing events may vary.

***If a servicing event requires more than the estimate of gallons, provide the rate per gallon for the overage amount up to 3,000 gallons.

* see Specification sheet

GROUP II-A SPECIFICATIONS - VAULT TOILETS

Bidder's quotations for Vacuum Pumping Service under GROUP II shall include the total cost to completely pump out (empty) the restroom vaults at Winton Park and Avocado Lake. The quoted amount shall be that amount to be charged for performing the service one time. The quoted rate shall be on a per service basis not a per load basis.

Bidder's quoted rate shall include all labor, material, equipment, transportation, disposal fees, taxes, etc. required and or related to the evacuation of waste by vacuum pumping from vault type holding tanks.

Service to be performed on an as needed basis within twenty-four (24) hours of notification. After notification by County, successful vendor to provide County with estimated time of arrival at service site.

Avocado Lake Park is located twenty-three (23) miles east of Fresno via Highway 180 and Piedra Road. Winton Park is located on the Kings River, twenty-seven (27) miles east of Fresno at the intersection of Trimmer Springs and Piedra Roads.

Vendor Name: Central State

GROUP II-A VAULT TOILETS

QUOTATION SCHEDULE

All labor, material, equipment, transportation, disposal fees, taxes etc. to perform vacuum pumping service as specified. **THE COUNTY OF FRESNO RESERVES THE RIGHT TO AWARD EACH LOCATION INDEPENDENT OF EACH OTHER.**

<u>Location</u>	<u>Quantity Restrooms Vaults (Vlt)</u>	<u>Capacity Each Vlt</u>	<u>Frequency of Service (Annual)</u>	<u>Cost per Service</u>	<u>Annual Total</u>
1. Winton Park	2	2100	5	\$ 766	\$ 3830
2. Avocado Lake	2	2100	5	\$ 766	\$ 3830
GROUP II-A Total					\$ 7660.

After pumping, successful bidder will, upon County's instruction, be required to manually remove debris such as cans, cups and other matter not typically removed by pumping. Bidders are instructed to quote the additional cost, if any, to perform this service

Estimated volume to pump (each service):

<u>LOCATION</u>	<u>Cost to perform (one time) Manual clean out of restroom vault.</u>
1. Winton Park	\$ included in cost per service
2. Avocado Lake	\$ included in cost per service

Price to include all labor, material, equipment, transportation, disposal fees, taxes, etc.

Vendor Name: Central State

GROUP II-B RECREATIONAL DUMP STATIONS

QUOTATION SCHEDULE

All labor, material, equipment, transportation, disposal fees, taxes, etc. to perform vacuum pumping service as specified.

LOCATION	Tank size (gallons)	* Gallons To Be Pumped (Each Service)	A Frequency of Service (Annual)	B Rate Per Service	C Annual Total
				BIDDER TO COMPLETE	
1. Choinumni	18,000	1,500	4	\$ 505	\$ 2020 -
2. Lost Lake	4,000	4,000	5	\$ 650	\$ 3250 -
				TOTAL	\$ 5270 -

*Estimated volume to pump (each service): The maximum gallon age that will be pumped out at time of each service. The actual amount pumped each time will vary; however, it will not be in excess of the stated maximum. Bidder shall base the "Cost Per service" rate on the maximum.

**Note: This rate is not per load but per service as previously defined.

***A x B = Column C

State the per gallon rate for service if in excess of 1,500 gallons.

\$.25[¢] per gallon (NOTE: The first 1,500 gallons to be charged at the rate per service as quoted above).

Tank capacity of trucks to be dispatched to

Choinumni: 3000-5400 gallons

Lost Lake: 3000-5400 gallons

GROUP III

SOUTHEAST REGIONAL DISPOSAL SITE AND AMERICAN AVENUE DISPOSAL SITE

QUOTATION SCHEDULE

All labor, material, equipment, transportation, disposal fees, taxes, etc. to perform vacuum pumping service as specified for Southeast Regional Disposal Site (SERDS) and American Avenue Disposal Site (AADS).

Location	* Gallons To Be Pumped (Each Service)	Frequency of Service (Annual)	** Rate Per Service
1. SERDS	650	52	\$ <u>350</u>
2. AADS	3,000	20	\$ <u>410</u>

*Estimated volume to pump (each service): The maximum gallonage that will be pumped out at time of each service. The actual amount pumped each time will vary; however, it will not be in excess of the stated maximum. Bidder shall base the "Cost Per service" rate on the maximum.

**Note: This rate is not per load but per service as previously defined.

State the per gallon rate for service if in excess of the gallons to be pumped each service (650 gallons SERDS/ 3,000 gallons AADS).

\$.25 per gallon

Specifications Sheet and Notes

Please note that we have several different trucks with several different capacities, our rates are based on location, amount of waste and type of waste. With this in mind, I have listed the below follow for a better understanding of fees with regards to special situations.

- I. RE: Page 12 - All Groups and all locations; Snow or other incimate weather requiring either chains, 4 wheel drive vehicle's, and/or snow tires and increased drive times, as required by the California Highway Patrol or safety of dirvers; will incur an additional fee per trip of \$250. Reason: while chaining up doesn't take long it reduces speed from 55mph to 10mph which you can imagine will greatly increase driving times.
- II.
- III. RE: Page #'s 14 & 15; "Rate per gallon for overage up to 3000 gallons. I am unable to give a rate for "up to an additional 3000 gallons", because that amount of additional waste would require an additional trip event, which would cost the same as the first. What I can say, is that the charge would be \$.25 per gallon for any additional waste removed in the same trip event, I with the maximum gallons determined by size of the truck dispatched. For example, if we sent a 3500 gallon truck we could only pump up to an additional 500 gallons per trip (500 @ .25\$per gal = \$125 additional cost for the event).
- IV.
- V. NOTE: No additional trip fees will be charged to use larger tankers or tractor trailer combos. Due to the large size of tractor trailer combos not all of your locations can accommodate this size vehicle. It will be at our sole discretion as to whether or not to use tractor trailer combos and only if we deem it practical and safe to do so.

Vendor Name: Central State**STAND BY TIME**

Occasionally the contractor's performance of service may be delayed by circumstances created by County. To compensate the Contractor for County caused delays an hourly rate for stand-by time will be allowed. The following will apply to the stand-by rate:


- a. Stand-by hourly rate to commence only after Contractor has been on site for a period of two (2) hours.
- b. Service was not completed within a three (3) hour period due to circumstances created by County
- c. To be charged on a one quarter (1/4) hour basis.

Lunch periods, breaks or other periods that Contractor is not available to perform service shall be excluded from the stand-by charge.

BIDDER TO COMPLETE

Stand-by Rate	\$ <u>100</u>	Per hour	Group I
	\$ <u>100</u>	Per hour	Group II-A
	\$ <u>100</u>	Per hour	Group II-B
	\$ <u>100</u>	Per hour	Group III

Attachment B

(1) Company Board Member Information:			
Name:	Wick Mollers	Date:	1-24-19
Job Title:	Director		
(2) Company/Agency Name and Address:			
Central State, Inc. PO Box 730 Ruberry, ca 93602			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
None			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
N/A			
(5) Authorized Signature			
Signature:		Date:	1-24-19