



**SELMA - KINGSBURG - FOWLER  
COUNTY SANITATION DISTRICT**

**DIRECTORS**

Buddy Mendes, Chairman  
Scott Robertson, Vice-Chair  
Nathan Magsig  
Juan Mejia  
Vince Palomar

**STAFF**

Veronica Cazares, General Manager

**MAY 9, 2023**

**REQUEST FOR PROPOSAL**

**Project:** District Lift Station R/R D3 North Street (Engineering Design & Construction Support Services)

**Proposal Due Date:** June 22, 2023

**Time:** 2:00PM

**Proposal Submission:**

SKFCSD

Attention: Veronica Cazares, General Manager

PO Box 158

11301 E. Conejo Avenue

Kingsburg, CA 93631

Five (5) copies of Proposals, one (1) unbound copy, and one digital copy on a flash drive must be submitted to the District Office by 2:00 p.m. on June 22, 2023. Interested firms should prepare and submit their responses in accordance with the RFP.

The Selma-Kingsburg-Fowler County Sanitation District (Owner) is soliciting proposals from qualified engineering consulting firms to perform the District Lift Station R/R D3 North Street project and technical memorandum's for each District owned pump station.

## **1. BACKGROUND**

The Selma-Kingsburg-Fowler County Sanitation District (District) is located in Fresno County. The District collects, treats and disposes wastewater originating from the residential, commercial, institutional and industrial dischargers from the three member cities and parts of unincorporated Fresno County. The District owns, operates and maintains the wastewater treatment plant. The sewer collection system is operated and maintained by the District. The District refurbishes and replaces each city's facilities. The member cities own the local sewer collection system, which includes sewers, lift stations, and appurtenances not owned by the District. Each member city is responsible for expanding the facilities that it owns. The District serves an estimated population of 40,000.

### **S-K-F CSD MISSION STATEMENT**

Operate and maintain the District facilities so that local, state and federal waste discharge requirements are complied with and the public health and environment are protected.

Provide adequate capacity to convey, treat and dispose of all wastewater so that the District can adequately serve the developing needs of its member cities and the surrounding area.

Operate and maintain District facilities so that annual costs are reduced to the lowest possible level that will safely sustain compliance with discharge requirements.

## **2. SCOPE OF WORK**

The selected firm will be responsible for preparation of 1) Technical Memorandum (TM) for three (3) District pump stations, and 2) design, plans and specifications, bid and construction support services, opinion of probable costs for the replacement and expansion of one pump station: North Street Pump Station D3 located in Selma hereinafter collectively called "Project."

General Provisions:

1. Provide necessary services to complete the Project as identified herein.
2. Provide Project schedule for completion. Provide regular updates of the project schedule and schedule meetings accordingly.
3. Provide monthly progress reports in PDF format.
4. Manage project execution to ensure the Project is completed as scheduled.
5. Coordinate design and Project activities with the project manager.

6. Manage the Project and design to ensure Project does not exceed the anticipated Project cost.
7. Manage engineering costs to ensure they do not exceed the engineering services contract.
8. Prepare meeting agenda and minutes.

The scope of services includes, but is not limited to, the following:

1. Review Existing documents:
  - a. Meet with District staff to review all relevant documents, record drawings, CCTV, if any, including the existing sewer system master plan and general plans for each member city.
2. Meetings:
  - a. Schedule in-person meetings for: project “kick-off”, 2 Each- Technical Memorandum (TM), 1 Each-50%,75%, 90% design.
  - b. PG&E meetings as needed for service and design purposes.
  - c. Progress meetings will be virtual or in-person, and as needed.
3. Technical Memorandum:
  - a. Prepare TM for North Street PS D3, Manning PS D2, and Merced Avenue PS D1. Include recommendations for each station. Recommendations should include, but not limited to, conceptual plan, layout, site size, location, physical access, odor control, funding sources from outside the District.
  - b. Consultant shall work with the District to establish design criteria for all pump stations.
  - c. North Street PS D3 and Merced Avenue PS D1 have limited space for expansion. Alternatives for re-locating the Merced Avenue PS D1 shall be considered in TM.
  - d. TM shall incorporate conceptual bypass planning, temporary construction for bypass, PS testing, and/or temporary power for construction purposes.
  - e. TM shall evaluate equipping each station with auxiliary power.
  - f. Provide recommendations for interim and ultimate design conditions and provide pump system curves for both scenarios.
  - g. Prepare opinion of probable cost for each station.
  - h. Deliverable: Technical Memorandum
4. Project Design North Street PS D3:
  - a. The Consultant shall provide all necessary civil, survey, mechanical, electrical, and instrumentation drawings for execution of project construction.
  - b. Inspect and become familiar with site conditions and constraints.
  - c. Prepare drawings and technical specifications so District can pre-purchase pumps, MCC, generator. Answer technical inquiries during pre-purchasing period for pump station components.

- d. Review shop drawings for pre-purchase equipment.
  - e. The Consultant shall interface with PG&E. Confirm electrical design and service requirements.
  - f. Assist the District with identification of any necessary permits, CEQA documents.
  - g. The Consultant shall provide a Geotechnical Evaluation and conduct land surveying for the site.
  - h. The Consultant shall prepare a project manual including front end documents, technical specifications, and appendices.
  - i. Deliverable: 50%, 75%, 90% design drawings, geotechnical report, bid ready document to include design drawings, project manual. One hard copy and pdf of bid ready document.
5. Construction Management Services
- a. Attend mandatory pre-bid job walk. Prepare meeting minutes, Project addendum, respond to request for information (RFI's).
  - b. The Consultant shall furnish conformed contract documents.
  - c. Review pay requests, project shop drawings, submittals, respond to construction RFI's, advise and assist with potential construction contract change orders.
  - d. Attend construction meetings on a weekly basis as necessary during construction, prepare construction meeting agenda and minutes.
  - e. Provide specialty construction inspection services as needed (concrete, rebar, anchors cast in concrete, masonry etc.).
  - f. Consultant shall coordinate and attend testing and commissioning activities with the District.
  - g. Provide record drawings and submittals in pdf and AutoCAD.

The Project duration is 24 months.

### **3. TRANSFER OF RECORDS**

It is the intent of the District that the work effort be conducted in a manner that maximizes the District's flexibility regarding follow-up studies or design-related efforts and other District projects. Software and software programs that would be necessary to achieve this shall be made available to the District at the end of this project. The use of proprietary software, which cannot be made available to the District at the end of this project, will not be allowed.

All records (project reports, meeting notes, data files, project data, original tracings, maps, field sketches, flow data, design calculations, graphic originals, electronic files, etc.) generated shall be the property of the District and shall be turned over to the District upon completion or as directed.

#### 4. TENTATIVE SCHEDULE-SUBJECT TO CHANGE

Item	End Date
Proposals to District	June 22, 2023
Review Proposals and establish short list	June 30, 2023
Interviews, if needed	TBD
Select and notify firm	July 3, 2023
Firm and District negotiate contract	By: July 5, 2023
Staff request District Board action to authorize the General Manager to execute consulting services agreement.	July 13, 2023

#### 5. PROPOSALS

a. Due Date and Format for Submission.

Proposals must be submitted to the District by 3:00 P.M., Thursday, June 22, 2023. Faxed and emailed proposals will not be accepted. Proposals must be submitted in a sealed envelope clearly marked and labeled: **“District Lift Station R/R D3 North Street.”**

Five (5) copies and (1) unbound original, signed by an officer who is authorized to execute legally binding agreements shall be mailed or delivered to:

Selma-Kingsburg-Fowler County Sanitation District  
ATTN: Veronica Cazares, General Manager  
Mailing Address: PO Box 158  
Physical Address: 11301 E. Conejo Ave.  
Kingsburg, California 93631-0158

b. Cover Letter.

A cover letter on Firm letterhead addressing the proposal should be submitted and be signed by an officer of the firm authorized to bind the Firm to all comments made in the proposal, and shall include the name, address, and phone number of the person(s) to contact who will be authorized to represent the Firm.

c. Minimum Experience Qualifications Summary.

Sufficient evidence as to the proponent’s qualifications to perform the work is necessary. This may include former in-house experience and/or experience as a consultant. This information shall disclose and include pertinent facts and shall include at least a description of past performance

on projects of similar type, scope, and size; project team members who worked on each project and their roles and percentage commitment of time on the project and any other pertinent information to demonstrate experience on similar assignments. In addition, please provide a statement regarding the proponent's ability to complete the work in a timely and professional manner.

- d. References, provide a list of three references within last three years for completed sewage pump station projects, including project completion date, duration, original project cost, project key members, role of firm, and final project cost. Include current contact person, email address, and phone number who may be contacted regarding firm performance.
- e. Experience, qualifications, and availability of the proposed key project staff, including sub consultants, specifically related to the proposed function they would perform. Emphasis should be placed on projects by the individuals proposed where there was a team approach with a management group and project manager. Describe specific characteristics of previous pump station projects.
- f. A summary disclosing any potential conflicts of interest your company may have from working with other clients or related issues. Note that this should not be construed as a conflict of interest in the strict legal sense, rather, any relationship with other parties that may have some interest in the performance of the Consulting Engineer.
- g. Cost Proposal. A cost proposal listing your standard professional hourly rates, a cost estimate for the scope of work outlined above, time for completion, and an estimate for reimbursable expenses (including method for charging). Please note the final scope of work and compensation will be negotiated with the selected proponent.
- h. Appendix material may be provided but is not required. Appendix material should be limited to resumes of referenced key project personnel and previously published paper, articles, or reports relevant to the scope of work.

## **6. ACCEPTANCE OR REJECTION OF PROPOSALS**

- a. Reservation of Rights.

The District reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponents whose proposals is/are most responsive to the needs of the District. Further, the District reserves the right to reject any and all proposals, or alternate proposals, or

waive any informality or irregularity in the proposal as it is in the District's best interest. Additionally, the District may, for any reason, decide not to award an agreement(s) as a result of this RFP. Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the District or that the District decided not to award an agreement as a result of this RFP.

b. Proposal Development Costs.

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the District.

## **7. GENERAL TERMS AND CONDITIONS**

a. Licensing Requirements.

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent.

b. Insurance Requirements.

Proponent, at proponent's sole cost and expense and for the full term of the resultant agreement or any extension, shall obtain and maintain at least all of the insurance required by the District for consultants.

## **8. EVALUATION**

A selection committee will review the responses and determine which consultants, if any, will be invited for an interview. It is important that interested firms have experience in public works, pump station design and construction management, and collaboration with multiple stakeholders.

The information requested in the preceding section is intended to allow the selection committee to decide as to the suitability and qualifications of the proposing firm. Contingent on District Board approval, Consultant may be solicited for consulting services. The ability to provide such consulting services will be part of the evaluation process. The following criteria will be used in evaluating the written proposal:

- Experience and qualifications of the proposed project manager – previous project management experience. (Weight: 10%)
- Experience and qualifications of key project staff – previous experience and qualifications related to the proposed function they would perform. (Weight: 10%)
- Performance on other sewage pump stations projects, particularly quality of work and electrical capabilities; budget control; cooperation with Owner, project manager, and user groups; responsiveness. (Weight: 15%)
- Production capabilities – adequacy of the facilities and sufficiency of technical and support staff. (Weight: 10%)

- General impressions of firm's ability to successfully work with the District staff and complete the work; (Weight: 10%)
- Clarity and organization of the submittal. (Weight: 10%)
- Approach to work and project understanding. (Weight: 20%)
- References. (Weight: 10%)
- Costs. (Weight: 5%)

9. CONTACT INFORMATION. Any questions regarding this project should be directed in writing only to Veronica Cazares, [vcazares@skfcsd.org](mailto:vcazares@skfcsd.org).

Cc: Ralph Gonzales, Jimmy Floyd, SKF

Enclosures:

Form Consulting Services Agreement

Drawings of Record for: Rehabilitation for Merced and North Street Pump Stations (1991), Manning Avenue Lift Station Renovation (1989)



**CONSULTING SERVICES AGREEMENT BETWEEN  
SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT AND**

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This Consulting Services Agreement (“Agreement”) is made and entered into effective the \_\_\_\_ day of **(INSERT DATE)**, by and between the Selma-Kingsburg-Fowler County Sanitation District (hereinafter referred to as “DISTRICT”) and **(Insert firm Name)** (hereinafter referred to as “CONSULTING ENGINEER”).

**RECITALS**

A. DISTRICT operates and maintains a sewerage system serving residential, commercial, and industrial customers.

B. The sewerage system consists of local collection sewers, interceptors, lift stations, wastewater treatment and disposal facilities that collect, convey, treat, and dispose of sanitary wastewater.

C. The sewerage system infrastructure requires periodic engineering review of the facilities for functionality, replacement, and improvements or expanded capacity.

D. The DISTRICT’s facilities are identified as either the “collection system” or the “treatment and disposal system.”

E. The DISTRICT has issued a Request for Proposals (RFP) for .the **INSERT PROJECT NAME**

F. CONSULTING ENGINEER is a duly licensed and qualified engineering firm comprised of principals and employees who are experienced in matters connected with this Agreement, has submitted a proposal in response to the RFP, and hereby represents that it is professionally capable of performing the services called for in this Agreement.

G. The DISTRICT desires to have CONSULTING ENGINEER perform services described in the above-referenced RFP and CONSULTING ENGINEER desires to perform those services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

Scope of Services. CONSULTING ENGINEER shall perform to the satisfaction of DISTRICT the services described in Exhibit A, including all work incidental to, or necessary to perform such services even though not specifically described in Exhibit A. \_\_\_\_\_ shall be the key person providing the Scope of Services. In the event \_\_\_\_\_ is unable to perform the Services, CONSULTING ENGINEER shall immediately notify District Engineer of the

DISTRICT. In such event, DISTRICT shall have sole discretion to terminate the Agreement under Section 4 of this Agreement.

Term of Agreement and Time for Performance. The term of this Agreement shall commence on \_\_\_\_\_ and expire on \_\_\_\_\_.

Compensation.

District shall pay for services performed satisfactorily under this Agreement and according to the pay schedule contained in Exhibit B which is incorporated herein by reference.

Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of DISTRICT business.

The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification may include an adjustment to CONSULTING ENGINEER'S compensation. Any change in the scope of services must be made by written amendment to the Agreement approved by the DISTRICT Board of Directors and signed by an authorized representative for each party. CONSULTING ENGINEER shall not be entitled to any additional compensation if services are performed prior to a signed written agreement.

Termination.

Termination for Convenience. Either party may terminate this Agreement at any time by giving notice of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination.

Termination for Cause. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

In the event of termination, all finished or unfinished documents, reports, or other materials prepared by CONSULTING ENGINEER under this Agreement shall become DISTRICT's property. CONSULTING ENGINEER shall be entitled to receive compensation for satisfactory work completed prior to the effective date of termination.

This Agreement shall terminate without any liability of DISTRICT to CONSULTING ENGINEER upon: (i) CONSULTING ENGINEER's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTING ENGINEER; or (ii) DISTRICT's non-appropriation of funds sufficient to meet its obligations hereunder during any DISTRICT fiscal year of this Agreement.

Immediately upon any termination of this Agreement, CONSULTING ENGINEER shall: (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to DISTRICT any and all unearned payments and all properties and materials in the possession of CONSULTING ENGINEER that are owned by DISTRICT. Subject to the terms of this Agreement, CONSULTING ENGINEER shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTING ENGINEER shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

Upon any termination of the Agreement, DISTRICT may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement. If it is determined that DISTRICT improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

CONSULTING ENGINEER shall provide DISTRICT with adequate written assurances of future performance, upon General Manager's request, in the event CONSULTING ENGINEER fails to comply with any terms or conditions of this Agreement.

CONSULTING ENGINEER shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTING ENGINEER and without its fault or negligence such as acts of God or the public enemy, acts of DISTRICT in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTING ENGINEER shall notify DISTRICT in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth in full the particulars in connection herewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to DISTRICT of the cessation of such occurrence.

#### Records, Confidential Information, Ownership of Documents and Copyright License.

Records of CONSULTING ENGINEER'S expenses pertaining to Scope of Work shall be kept on a generally recognizable accounting basis and shall be available to DISTRICT or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTING ENGINEER pertaining to the services rendered shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time.

Any reports, information, or other data prepared or assembled by CONSULTING ENGINEER pursuant to this Agreement shall not be made available to any individual or organization by CONSULTING ENGINEER without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTING ENGINEER shall not, without the prior written consent of DISTRICT, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include

all proprietary and confidential information of DISTRICT, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary to DISTRICT.

Any and all writings and documents prepared or provided by CONSULTING ENGINEER pursuant to this Agreement are the property of DISTRICT at the time of preparation and shall be turned over to DISTRICT upon expiration or termination of the Agreement. CONSULTING ENGINEER shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

This Section 5 shall survive expiration or termination of this Agreement.

#### Professional Skill.

CONSULTING ENGINEER shall provide evidence to DISTRICT that it is licensed to perform the services under this Agreement or that no license is required. If CONSULTING ENGINEER should subcontract any portion of this work, CONSULTING ENGINEER shall require that each contractor be licensed to perform the services called for in this Agreement or shall confirm that no license is required before beginning work.

It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTING ENGINEER represents to DISTRICT that CONSULTING ENGINEER is skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, DISTRICT relies upon the skill of CONSULTING ENGINEER to do and perform such services in a skillful manner and CONSULTING ENGINEER agrees to thus perform the services. Therefore, any acceptance of such services by DISTRICT shall not operate as a release of CONSULTING ENGINEER from said professional standards.

#### Responsibility of District. The DISTRICT shall:

Provide full information as to requirement for work performed under this Agreement.

Assist CONSULTING ENGINEER by placing at its disposal available information pertinent to the work performed including previous reports and other data, all of which CONSULTING ENGINEER may rely upon in performing the services agreed upon.

Obtain permission for access to and make all provisions for CONSULTING ENGINEER to enter upon, public and private property as required for CONSULTING ENGINEER to perform services under this Agreement.

#### Indemnification.

To the furthest extent allowed by law, CONSULTING ENGINEER shall indemnify, hold harmless, and defend DISTRICT and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of CONSULTING ENGINEER, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If CONSULTING ENGINEER should subcontract all or any portion of the services to be performed under this Agreement, CONSULTING ENGINEER shall require each subcontractor to indemnify, hold harmless, and defend DISTRICT and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

#### Insurance.

Throughout the life of this Agreement, CONSULTING ENGINEER shall pay for and maintain in full force and effect all insurance as required in Exhibit C or as may be authorized, and any additional insurance as may be required, in writing by General Manager or his/her designee at any time and in his/her sole discretion.

If at any time during the life of the Agreement or any extension, CONSULTING ENGINEER or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTING ENGINEER shall be withheld until notice is received by DISTRICT that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to DISTRICT. Any failure to maintain the required insurance shall be sufficient cause for DISTRICT to terminate this Agreement. No action taken by DISTRICT pursuant to this section shall in any way relieve CONSULTING ENGINEER of its responsibilities under this Agreement. This phrase "fail to maintain any required insurance" shall include, without limitation, notification received by DISTRICT that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by CONSULTING ENGINEER shall not be deemed to release or diminish the liability of CONSULTING ENGINEER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify DISTRICT shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTING ENGINEER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTING ENGINEER, its principals, officers, agents, employees, persons under the supervision of CONSULTING ENGINEER, vendors, suppliers, invitees, CONSULTING ENGINEERS, sub-

CONSULTING ENGINEERS, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of DISTRICT, CONSULTING ENGINEER shall immediately furnish DISTRICT with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If CONSULTING ENGINEER should subcontract all or any portion of the services to be performed under this Agreement, CONSULTING ENGINEER shall require each subcontractor to provide insurance protection in favor of DISTRICT and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTING ENGINEER and DISTRICT prior to the commencement of any services by the subcontractor.

#### Conflict of Interest and Non-Solicitation.

CONSULTING ENGINEER shall comply, and require its subcontractors to comply, with all applicable: (i) professional canons and requirements governing avoidance of impermissible DISTRICT conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 *et. seq.*, the California Political Reform Act (California Government Code Section 87100 *et. seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 *et. seq.*). At any time, upon written request of DISTRICT, CONSULTING ENGINEER shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTING ENGINEER and the respective subcontractor(s) are in full compliance with all laws and regulations.

CONSULTING ENGINEER shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTING ENGINEER shall immediately notify DISTRICT of these facts in writing.

In performing the work or services to be provided hereunder, CONSULTING ENGINEER shall not employ or retain the services of any person while such person either is employed by DISTRICT or is a member of the DISTRICT Board of Directors or a DISTRICT Committee, or similar DISTRICT body.

CONSULTING ENGINEER represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefit hereunder.

Neither CONSULTING ENGINEER, nor any of CONSULTING ENGINEER'S subcontractors performing any services on this Project shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project. CONSULTING ENGINEER and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project

unless such interest is in accordance with all applicable law and fully disclosed to and approved by the General Manager, in advance and in writing. Notwithstanding any approval given by the General Manager under this provision, CONSULTING ENGINEER shall remain responsible for complying with Section 10(a) above.

If CONSULTING ENGINEER should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTING ENGINEER shall include the provisions of this Section 10 in each subcontract and require its subcontractors to comply therewith.

This Section 10 shall survive expiration or termination of this Agreement.

Compliance with Laws. In providing services under this Agreement, CONSULTING ENGINEER shall at all times comply with all DISTRICT, state, and federal laws and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies now in force or as enacted, issued, or amended during the term of this AGREEMENT.

Nondiscrimination. To the extent required by controlling federal, state, and local law, CONSULTING ENGINEER shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, veteran of the Vietnam era or other protected class under state or federal law. Subject to the foregoing and during the performance of this Agreement, CONSULTING ENGINEER agrees as follows:

CONSULTING ENGINEER will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

CONSULTING ENGINEER will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, veteran of the Vietnam era, or other protected class under state or federal law. CONSULTING ENGINEER will ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, veteran of the Vietnam era, or protected class under state or federal law. Such requirement shall apply to CONSULTING ENGINEER'S employment practices including, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTING ENGINEER agrees to post in conspicuous places,

available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

#### Independent Contractor.

In the furnishing of the services provided for herein, CONSULTING ENGINEER is acting solely as an independent contractor. Neither CONSULTING ENGINEER, nor any of its officer, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of DISTRICT for any purpose. DISTRICT shall have no right to control or supervise or direct the manner or method by which CONSULTING ENGINEER shall perform its work and functions. However, DISTRICT shall retain the right to administer this Agreement so as to verify that CONSULTING ENGINEER is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between CONSULTING ENGINEER and DISTRICT. CONSULTING ENGINEER shall have no authority to bind DISTRICT absent DISTRICT'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTING ENGINEER shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, CONSULTING ENGINEER and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to DISTRICT employees. CONSULTING ENGINEER shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTING ENGINEER shall be solely responsible, indemnify, defend, and save DISTRICT harmless from all matters relating to employment and tax withholding for and payment of CONSULTING ENGINEER'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in DISTRICT employment benefits, entitlements, programs and/or funds offered employees of DISTRICT whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTING ENGINEER may be providing services to others unrelated to DISTRICT or to this Agreement.

#### Notices.

Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by email or facsimile followed by email confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of mailing thereof.



All notices expressly required of DISTRICT under this Agreement shall be effective only if signed by the General Manager or his/her designee.

Assignment.

This agreement is personal to CONSULTING ENGINEER and there shall be no assignment by CONSULTING ENGINEER of its rights of obligations under this Agreement without the prior written approval of the DISTRICT Board of Directors. Any attempted assignment by CONSULTING ENGINEER, its successors or assigns, shall be null and void unless approved in writing by the DISTRICT.

CONSULTING ENGINEER hereby agrees not to assign the payment of any monies due CONSULTING ENGINEER from DISTRICT under the terms of this Agreement to any other individual(s), corporation(s), or District(s). DISTRICT retains the right to pay any and all monies due CONSULTING ENGINEER directly to CONSULTING ENGINEER.

Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

Attorneys' Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both DISTRICT and CONSULTING ENGINEER.

***SIGNATURES ON FOLLOWING PAGE***

IN WITNESS WHEREOF, the parties have executed this Consulting Services Agreement as follows:

**SELMA-KINGSBURG-FOWLER  
COUNTY SANITATION DISTRICT**

**NAME**

By: \_\_\_\_\_  
Veronica Cazares, PE  
General Manager

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Any Applicable Professional License:  
Number: \_\_\_\_\_

Name: \_\_\_\_\_

Date of Issue: \_\_\_\_\_

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Compensation
- Exhibit C – Insurance Requirements

## EXHIBIT A—SCOPE OF SERVICES

(Attached)

## EXHIBIT B—COMPENSATION SCHEDULE

(Attached)

**EXHIBIT C—INSURANCE REQUIREMENTS**

(Attached)

:

**Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

*(Not required if consultant provides written verification it has no employees)*

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

**The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

### ***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

### ***Verification of Coverage***

Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.