

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

REGULAR MEETING OF BOARD OF DIRECTORS

JULY 10, 2025

4:00 P.M.

11301 E. Conejo Avenue, Kingsburg, CA 93631

1. CALL TO ORDER AND ROLL CALL

DIRECTORS

Nathan Magsig
Amarjeet Gill
Vince Palomar
Jim Avalos, Vice Chair
Buddy Mendes, Chairman

STAFF and CONSULTANTS

Veronica Cazares, General Manager/ Secretary
Alicia Kirk, Executive Assistant to the G.M.
Tricia Miller, Administrative Services/HR Manager
Hilda Cantú Montoy, General Counsel
Craig Perry, Chief Plant Operator
David Bacon, Information Systems Analyst

2. APPROVAL OF AGENDA

Additions, deletions, substitutions, and adoption of agenda

3. PUBLIC FORUM

At this time, any member of the public may address the Board regarding any item not on the agenda, over which the Board has jurisdiction. No action or discussion will be taken on any item not on the agenda, except to briefly respond to statements or questions by the public. Members of the public shall limit their remarks to three minutes.

4. PRESENTATIONS

A. Subject: Valley Regional Occupational Program-District Job Shadowing Training Program. Frankie Alvarez-Alvarado, Joel Flores, Miguel Tinajero-Lopez, Moises Ambrocio-Reyes

5. CONSENT CALENDAR

Items placed on the consent calendar are routine in nature. They may be approved by one motion, second, and majority vote. Any Board member or member of the public may request removal of any item from the consent calendar for independent consideration.

A. Minutes of June 12, 2025, Regular Board Meeting

(p.1)

- B. Warrant List Reports of June 4, 2025, June 17, 2025, and June 25, 2025 *(p.6)*
- C. Cash Activity Report of June 30, 2025 *(p.10)*
- D. Subject: Agreement for Special Services between SKF and Liebert, Cassidy, Whitmore *(p.11)*

Recommendation: That the Board approve Amendment No.2 Legal Services Agreement with Liebert Cassidy Whitmore to update fee schedule.

6. CLOSED SESSION

- A. Conference with Labor Negotiators pursuant to Government Code Section 54957.6

The Board will meet with General Manager, Labor Relations Consultant and/or General Counsel regarding wages, hours and working conditions of employees represented by the International Union of Operating Engineers Stationary Local 39.

7. NEW BUSINESS

- A. Subject: Sewer System Management Plan *(p.15)*

Recommendation: That the Board consider approval of Resolution No. 2025-17 Sewer System Management Plan.

- B. Subject: Amendment No. 8 for Wastewater Disposal Variances *(p.19)*

Recommendation: That the Board consider approval of the Amendment No. 8 to Agreements for Wastewater Disposal Variance between the District and Lion Raisin and Sun-Maid Growers of California and authorize the General Manger to execute the necessary agreements.

- C. Subject: Consulting Services Agreement with Herwit Engineers in the amount of \$232,496 for the Effluent Disposal Line RR Project. *(p.24)*

Recommendation: That the Board consider approval of the agreement between the District and Herwit Engineers in the amount of \$232,496 and authorize the General Manager to execute the necessary agreements.

8. BOARD MEMBER COMMUNICATION/AGENDA ITEMS

9. GENERAL MANAGER REPORTS

10. ADJOURNMENT

Motion to Adjourn

Next Regular Meeting: Thursday, August 14, 2025, at 4:00 p.m.

Next Ordinance: 2025-01

Next Resolution: 2025-18

NOTICE OF AVAILABILITY OF AGENDA MATERIALS: Any writings or documents provided to a majority of the Board of Directors regarding any item on this agenda will be made available for public inspection at the District Office located at 11301 E. Conejo Ave., Kingsburg, CA 93631 during normal business hours of 8:00 a.m.-4:30 p.m., Mondays through Fridays. Such writings or documents will also be made available on the District website at www.skfcsd.org

ADA COMPLIANCE AND REASONABLE ACCOMMODATIONS POLICY. The District has adopted a Reasonable Accommodations Policy that provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. If you need assistance in order to attend the Board of Directors meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Board, the Board is happy to assist you. Please contact the District Office at (559)897-6500 Extension 213 so such aids or services can be arranged. Requests may also be made by email to the Executive Assistant to the General Manager at: akirk@skfcsd.org or can be sent by US Mail to: Alicia Kirk, PO BOX 158, Kingsburg, CA 93631. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation; 72 hours in advance is suggested.

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

MINUTES OF THE BOARD MEETING OF DIRECTORS

JUNE 12, 2025

CALL TO ORDER AND ROLL CALL

The Board Meeting of the Selma-Kingsburg-Fowler County Sanitation District was called to order at 4:02 pm. by Chairman Mendes

DIRECTORS

Nathan Magsig (P)
Amarjeet Gill (A)
Vince Palomar (P)
Jim Avalos, Vice Chairman(A)
Buddy Mendes, Chairman (P)

STAFF AND CONSULTANTS

Veronica Cazares, General Manager/Secretary
Alicia Kirk, Executive Assistant to the GM
Tricia Miller, Administrative Services/HR Manager
Hilda Cantú Montoy, General Counsel
Craig Perry, Chief Plant Operator
David Bacon, Information Systems Analyst

APPROVAL OF AGENDA

There being no comment from the public, a motion to approve the agenda of the Board meeting of June 12, 2025, was made by Director Magsig, seconded by Director Palomar and approved by the following vote:

AYE: Directors Magsig, Palomar, Chairman Mendes

NO:

ABSENT: Director Gill, Vice Chair Avalos

ABSTAIN:

PUBLIC FORUM

None

CONSENT CALENDAR

Items placed on the consent calendar are routine in nature. They may be approved by one motion, second, and majority vote. Any Board member or member of the public may request removal of any item from the consent calendar for independent consideration.

A. Minutes of May 13, 2025, Special Board Meeting. *(p.1)*

- B. Warrant List Reports of May 7, 2025, and May 21, 2025. (p.5)
- C. Cash Activity Report of May 31, 2025. (p.7)
- D. Subject: Annual Budget Transfer to Refurbishment & Replacement Account. (p. 9)

Recommendation: That the Board authorize Staff to do an annual budget transfer of \$2,391,208.00 from the Operation & Maintenance account to the Refurbishment & Replacement account for Fiscal Year 2024-25.

There being no comment from the public, a motion to approve the Consent Calendar was made by Director Palomar and seconded by Director Magsig and approved by the following vote:

AYE: Directors Magsig, Palomar, Chairman Mendes
 NO:
 ABSENT: Director Gill, Vice Chair Avalos
 ABSTAIN:

CLOSED SESSION

A motion to go into Closed Session was made by Director Magsig and seconded by Director Palomar.

- A. Conference with Labor Negotiators pursuant to Government Code Section 54957.6

The Board will meet with General Manager, Labor Relations Consultant and/or General Counsel regarding wages, hours and working conditions of employees represented by the International Union of Operating Engineers Stationary Local 39.

Closed Session began at 4:04 pm.

RECONVENNE OPEN SESSION

Open session began at 4:18 pm. There was no reportable action

PUBLIC HEARINGS

Chairman Mendes opened the public hearing at 4:19 pm

- A. Subject: Public Hearing on Overruling Protests and Confirming Report on Sewer Service Charges and Delinquent Sewer Service Charges for FY 2025-26. (p.10)

Recommendation: The Board will conduct the public hearing, receive staff report and public comments, and will consider adopting Resolution No. 2025-15, A Resolution Overruling Protests and Confirming Report on Sewer Service Charges and Delinquent Sewer Service Charges for Selma-Kingsburg-Fowler County Sanitation District for Fiscal Year 2025-26.

There being no comment from the public, a motion to close the hearing was made by Director Magsig and seconded by Director Palomar at 4:19 pm and approved by the following vote:

AYE: Directors Magsig, Palomar, Chairman Mendes

NO:

ABSENT: Director Gill, Vice Chair Avalos

ABSTAIN:

There being no comment from the public, A motion to adopt Resolution No. 2015-15, A Resolution Overruling Protests and Confirming Report on Sewer Service Charges and Delinquent Sewer Service Charges for Selma-Kingsburg-Fowler County Sanitation District for Fiscal Year 2025-26 was made by Director Magsig with Staff's recommendation and seconded by Director Palomar and approved by the following vote:

AYE: Directors Magsig, Palomar, Chairman Mendes

NO:

ABSENT: Director Gill, Vice Chair Avalos

ABSTAIN:

NEW BUSINESS

- A. Subject: Resolution No. 2025-16, A Resolution of the Board of Directors of the Selma-Kingsburg Fowler County Sanitation District Certifying to the County of Tulare the Validity of the Legal Process Used to Place Direct Charges (Special Assessments) in the Secured Tax Roll for Fiscal Year 2025-26. *(p.14)*

Recommendation: That the Board adopt Resolution No. 2025-16, A Resolution of the Board of Directors of the Selma-Kingsburg Fowler County Sanitation District Certifying to the County of Tulare the Validity of the Legal Process Used to Place Direct Charges (Special Assessments) in the Secured Tax Roll for Fiscal Year 2025-26.

This item is done annually.

There being no comment from the public, a motion to adopt Resolution No. 2025-16, A Resolution of the Board of Directors of the Selma-Kingsburg Fowler County Sanitation District Certifying to the County of Tulare the Validity of the Legal Process Used to Place Direct Charges (Special Assessments) in the Secured Tax Roll for Fiscal Year 2025-26 was made by Director Magsig with Staff recommendation, and seconded by Director Palomar and approved by the following vote:

AYE: Directors Magsig, Palomar, Chairman Mendes

NO:

ABSENT: Director Gill, Vice Chair Avalos

ABSTAIN:

B. Subject: Extension of Agreements for Wastewater Disposal Variances *(p.17)*

Recommendation: That the Board extend the three variance agreements with Sun-Maid, Lion Raisins, and Sunshine Raisins dba, National Raisin until July 20, 2025, to allow for the update of all agreements and authorize the General Manager to execute the necessary agreements for the extension.

Original agreements for the three industries began in 2000. They were renewed in 2020 and expire on June 30, 2025. Currently, it is beneficial to review the original agreements and confer with the Regional Water Quality Control Board for any updates necessary. National Raisin dba Sunshine Raisin has chosen not to renew.

There being no comment from the public, a motion to extend the variance agreements with Sun-Maid, and Lion Raisins, until July 20, 2025, to allow for the update of all agreements and authorize the General Manager to execute the necessary agreements for the extension, was made by Director Palomar and seconded by Director Magsig, and approved by the following vote:

AYE: Directors Magsig, Palomar, Chairman Mendes

NO:

ABSENT: Director Gill, Vice Chair Avalos

ABSTAIN:

C. Subject: Consideration of Amendment No. 2 to Consulting Services Agreement with MKN and Associates for the Sewer Improvements Between McCall/Wright & Stillman/Tulare/Merced. *(p.24)*

Recommendation: That the Board approve Amendment No. 2 to Agreement increasing the compensation amount by \$65,000 and authorize the General Manager to execute the necessary agreements.

This is essential due to extensive review of change orders, and inspection services.

There being no comment from the public, a motion to approve Amendment No. 2 to Agreement increasing the compensation amount by \$65,000 and authorize the General Manager to execute the necessary agreements, was made by Director Magsig with Staff recommendation and seconded by Director Palomar and approved by the following vote:

AYE: Directors Magsig, Palomar, Chairman Mendes

NO:

ABSENT: Director Gill, Vice Chair Avalos

ABSTAIN:

BOARD MEMBER COMMUNICATION/AGENDA ITEMS

On July 3rd Kingsburg will have their annual Independence Day Fireworks Show

GENERAL MANAGER REPORTS

SKF hosted lunch for Selma, Kingsburg, and Fowler Public Works Staff.
GM Cazares attended Selma’s APWA night in Selma on Friday, May 23rd.
The District has hired an Operator In Training (OIT).

ADJOURNMENT

There being no further business to come before the Board, Chairman Mendes declared the meeting adjourned on a motion made by Director Palomar and seconded by Director Magsig at 4:27 pm.

Respectfully submitted,

Approved,

Veronica Cazares, General Manager

Buddy Mendes, Chaiman of
the Board

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

**June 04, 2025
WARRANT LIST**

AMAZON CAPITAL SERVICES	INFORMATION SYSTEMS	118.34
AMERICAN EXPRESS	OUTREACH, TRAVEL & TRAINING, MEMBERSHIPS, POSTAGE, PRINTING ADVERTISING	4,534.91
ARNOLD, STEPHEN	RETIREE HEALTH REIMBURSEMENT	284.25
ASI	INFORMATION SYSTEMS	375.00
BOOT BARN HOLDINGS INC.	SAFETY SUPPLIES	219.65
CALPERS	RETIREMENT	48,339.83
CENTRAL VALLEY CULLIGAN, INC.	DRINKING WATER	277.00
CWEA	MEMBERSHIPS	239.00
DATA FLOW SYSTEMS INC.	INFORMATION SYSTEMS	155.00
DAVID MICHEL	RETIREE HEALTH REIMBURSEMENT	284.25
DKF SOLUTIONS GROUP, LLC	PROF. SERVICES - MED & SAFETY	470.00
DOPUDJA & WELLS CONSULTING INC.	PROF. SERVICES - ENGINEERING & TECH	2,300.00
ELECTRIC MOTOR SHOP, INC.	EQUIPMENT MAINTENANCE	876.82
FERGUSON WATERWORKS	MAINT. BUILDING & GROUNDS	365.29
GARY HELM	RETIREE HEALTH REIMBURSEMENT	284.25
HERWIT ENGINEERING	PROF. SERVICES - ENGINEERING & TECH	2,750.00
HOME DEPOT CREDIT SERVICES	BLDG & GROUNDS MAINT., EQUIPMENT MAINTENANCE	855.64
JAIME RUIZ	RETIREE HEALTH REIMBURSEMENT	284.25
JAMES HORNE	RETIREE HEALTH REIMBURSEMENT	284.25
JENSEN & PILEGARD	EQUIPMENT MAINTENANCE	105.85
JENSEN INFRASTRUCTURE	EQUIPMENT MAINTENANCE	2,963.13
JIM OLINGER	RETIREE HEALTH REIMBURSEMENT	284.25
JIMMY GARCIA	RETIREE HEALTH REIMBURSEMENT	409.87
JT2 INC dba TODD COMPANIES	SELMA REHAB PROJECT ALLEYS	424,750.70
LIEBERT CASSIDY WHITMORE	PROF. SERVICES - MGT & HUM RELATIONS	180.00
LOPEZ, PAUL	CERTIFICATION FEE REIMBURSEMENT	111.00
LUCERO, JULIAN	RETIREE HEALTH REIMBURSEMENT	284.25
MID VALLEY DISPOSAL	WASTE DISPOSAL	957.07
MKN	CCTV REVIEW & INSPECTIONS, NORTH STREET PROJECT, SKF COLLECTION SYSTEMS PROJECTS	17,284.15
NAPA AUTO PARTS	EQUIPMENT MAINTENANCE, AUTO MAINT., LUBRICANTS	968.45
NELSON'S ACE HARDWARE	EQUIPMENT MAINTENANCE, BLDG & GROUNDS MAINT.	176.62
NORTH AMERICAN BENEFITS CO	LIFE INSURANCE	370.02
NWESTCO LLC	EQUIPMENT MAINTENANCE	902.31
O'REILLY AUTO PARTS	AUTO/EQUIPMENT MAINTENANCE	201.15
PAPE KENWORTH	EQUIPMENT MAINTENANCE	2,392.06
PBM SUPPLY & MFG. INC	EQUIPMENT MAINTENANCE	76.49
PG&E	ELECTRIC UTILITIES	38,395.43
POCKETSTOP LLC	INFORMATION SYSTEMS	3,200.00
POSTMASTER	PO BOX RENTAL	382.00
PRECISION CIVIL ENGINEERING INC.	PROF. SERVICES - ENGINEERING & TECH	25,155.00
PROCLEAN SUPPLY	MAINT. BUILDING & GROUNDS, OFFICE SUPPLIES	610.12
PURE AIR FILTERATION LLC	EQUIPMENT MAINTENANCE	10,653.90
QUINN CO	EQUIPMENT MAINTENANCE	271.62
ROBERT CURRIE	RETIREE HEALTH REIMBURSEMENT	284.25
ROCKWELL ENGINEERING CO.	EQUIPMENT MAINTENANCE	26,899.89
SALLY RODRIGUEZ	RETIREE HEALTH REIMBURSEMENT	284.25
SARA J. STAUNTON	RETIREE HEALTH REIMBURSEMENT	284.25

SILVAS OIL CO. INC.	FUEL	1,166.13
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	151.79
STEINHAUER, KAREN	CERTIFICATION FEE REIMBURSEMENT	106.00
STEVE JENSEN	RETIREE HEALTH REIMBURSEMENT	185.08
TELSTAR INSTRUMENTS, INC.	EQUIPMENT MAINTENANCE	1,792.00
THE BUSINESS JOURNAL	PRINTING - ADVERTISING	315.00
T-MOBILE USA INC.	COMMUNICATIONS	1,732.66
TOSHIBA FINANCIAL SERVICES	COPIER LEASES	758.46
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	1,200.14
UNWIRED BROADBAND, INC.	COMMUNICATIONS	749.99
VESTIS	UNIFORMS, MATS, MOPS, TOWELS	1,133.48
MAS 200 Total Checks		\$631,426.54

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

June 17, 2025

WARRANT LIST

ALLIED WEED CONTROL	SPECIAL SERVICES - AERIAL & GROUND	15,250.00
AMAZON CAPITAL SERVICES	INFORMATION SYSTEMS, OFFICE SUPPLIES	40.12
ANDERSON & BALLOU INC.	MISC.REPAIRS FOWLER MANHOLE, KINGSBRG CLEANOUTS	23,900.00
AT&T MOBILITY	COMMUNICATIONS	100.82
BACON, DAVID	WELLNESS PROGRAM REIMBURSEMENT	40.00
BILL'S AUTO OF KINGSBURG, INC.	AUTO MAINTENANCE	71.70
BSK ASSOCIATES	EXTERNAL LAB SERVICES	4,593.20
CINTAS CORPORATION NO.2	AED RENTAL EQUIPMENT	284.42
COMCAST	INFORMATION SYSTEMS	203.53
CWEA	MEMBERSHIPS	478.00
ERIC PANKRATZ	SEWER SERVICE OVERPAYMENT REFUND	11.00
ERNEST C MENDES	DIRECTOR'S FEE	127.63
FERGUSON WATERWORKS	EQUIPMENT MAINTENANCE	166.82
FOWLER ACE HARDWARE	SMALL TOOLS & EQUIPMENT	10.89
HD SUPPLY INC	SAFETY SUPPLIES, EQUIPMENT MAINTENANCE	614.74
HOME DEPOT CREDIT SERVICES	OFFICE SUPPLIES	30.28
KINGSBURG, CITY OF	WATER UTILITIES	64.50
MARTIN ALEXANDER DIAZ	TRAVEL & TRAINING EXPENSE REIMB.	29.06
MCCLATCHY LLC	PRINTING ADVERTISING	572.96
MID VALLEY DISPOSAL	WASTE UTILITIES	600.00
MKN	SELMA SEWER REPAIRS	35,262.50
MONTOY LAW CORPORATION	PROF.SERVICES - LEGAL	943.50
MORGAN BROTHERS INC	PEST CONTROL	155.00
NAPA AUTO PARTS	AUTO MAINTENANCE, EQUIPMENT MAINTENANCE	1,930.96
NATHAN MAGSIG	DIRECTOR'S FEE	127.63
NELSON'S ACE HARDWARE	MAINT. BUILDING & GROUNDS	121.02
NORTH CENTRAL LABS, INC	LABORATORY SUPPLIES	633.92
PG&E	ELECTRIC UTILITIES	8,301.27
PRE-EMPLOYMENT INVESTIGATIONS	PROF. SERVICES - MGNT & HUM RELATIONS	47.00
PROFESSIONAL PRINT & MAIL, INC	OFFICE SUPPLIES	452.08
PURE AIR FILTERATION LLC	EQUIPMENT MAINTENANCE	715.90
RAYMOND MIKE ALANIZ	WELLNESS PROGRAM REIMBURSEMENT	40.00
SELMA, CITY OF	PHARMA KIOSK OUTREACH	173.75
SERENA COATES	WELLNESS PROGRAM REIMBURSEMENT	40.00
TELETRAC NAVMAN US LTD.	INFORMATION SYSTEMS	384.00
TERRAVERDE ENERGY LLC	PROF.SERVICES - ENGR & TECH	4,775.00
THE GAS CO	GAS UTILITIES	119.95
VESTIS	UNIFORMS,MATS,MOPS,TOWELS	1,253.40
VINCE PALOMAR	DIRECTOR'S FEE	127.63
WORKFORCE GO!	INFORMATION SYSTEMS	5,926.80

MAS 200 Total Checks

\$108,720.98

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

June 25, 2025

WARRANT LIST

AT&T/CALNET 3	COMMUNICATIONS	153.41
BSK ASSOCIATES	EXTERNAL LAB SERVICES	1,026.00
CALIFORNIA WATER SERVICE	WATER UTILITIES	51.48
CENTRAL VALLEY CULLIGAN, INC.	DRINKING WATER, LAB SUPPLY	719.10
CWEA	MEMBERSHIPS	239.00
DATA FLOW SYSTEMS INC.	EQUIPMENT MAINTENANCE	9,340.00
ENVIRONMENTAL RESOURCE ASSOC.	LABORATORY SUPPLIES	2,926.76
FISHER SCIENTIFIC	LABORATORY SUPPLIES	480.59
GOLDEN STATE MECHANICAL	EQUIPMENT MAINTENANCE	351.60
HD SUPPLY INC	SAFETY SUPPLIES	323.28
INDUSTRIAL REPAIR SERVICE INC.	EQUIPMENT MAINTENANCE	1,926.07
MARTIN ALEXANDER DIAZ	TRAVEL & TRAINING EXPENSE REIMB.	136.95
NAPA AUTO PARTS	SMALL TOOLS, EQUIPMENT MAINTENANCE	2,105.51
NORTH CENTRAL LABS, INC	LABORATORY SUPPLIES	68.70
O'REILLY AUTO PARTS	AUTO MAINTENANCE	89.34
PARKSON CORPORATION	EQUIPMENT MAINTENANCE	22,582.37
PG&E	ELECTRIC UTILITIES	2,577.26
PRECISION CIVIL ENGINEERING INC.	PROF.SERVICES - ENGINEERING & TECH	14,665.00
PROFESSIONAL COMMUNICATIONS NETWORK	COMMUNICATIONS	60.00
RAYMOND MIKE ALANIZ	TRAVEL & TRAINING EXPENSE REIMB.	212.25
RODRIGUEZ, ERNESTO	CERTIFICATION REIMBURSEMENT	106.00
STEINHAUER, KAREN	WELLNESS PROGRAM REIMBURSEMENT	40.00
T&M HAZARDOUS WASTE MANAGEMENT	LAB HAZARD WASTE DISPOSAL	1,180.00
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	129.34
VALLEY SHREDDING LLC	PROF.SERVICES - MANAGEMENT & HUM REL.	773.50
VESTIS	UNIFORMS,MATS,MOPS,TOWELS	568.36
MAS 200 Total Checks		\$62,831.87

SKF COUNTY SANITATION DISTRICT
 CASH ACTIVITY REPORT
 Month: JUNE
 Fiscal Year: 2024-25

Cash Account Description	End of Month Cash Balance June 30, 2024	End of Month Cash Balance June 30, 2025
*** Cash in Treasury: Operations & Maintenance	\$ 5,721,311.82	\$ 6,103,642.90
Cash in Bank: Operations & Maintenance	\$ 28,404.88	\$ 26,443.55
Cash in Bank: Payroll	\$ 111,170.65	\$ 120,095.25
Petty Cash	\$ 700.00	\$ 700.00
Total Operations & Maintenance	\$ 5,861,587.35	\$ 6,250,881.70
*** Cash in County Treasury:Expansion	\$ 5,601,597.99	\$ 6,996,278.53
*** Cash in County Treasury: R&R	\$ 7,533,302.44	\$ 9,936,473.04
*** Cash in County Treasury:Selma	\$ 1,814,835.10	\$ 1,572,490.00
*** Cash in County Treasury: Selma SWRCB Reserve	\$ 270,991.10	\$ 277,045.15
Total Selma	\$ 2,085,826.20	\$ 1,849,535.15
*** Cash in County Treasury:Kingsburg	\$ 3,335,437.54	\$ 3,532,583.23
*** Cash in County Treasury:Fowler	\$ 1,933,409.66	\$ 2,083,858.16
Total Cash Balance	\$ 26,351,161.18	\$ 30,649,609.81

*** PENDING COUNTY REPORTS @ 6/30/2025

MEMORANDUM
(July 10, 2025, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Prepared: June 30, 2025

Agenda Item: 5-D
Action: Motion

SUBJECT

Agreement for Special Services between SKF and Liebert, Cassidy, Whitmore

RECOMMENDATION

That the Board approve Amendment No. 2 Legal Services Agreement with Liebert Cassidy Whitmore to update fee schedule.

EXECUTIVE SUMMARY

An Agreement between the Selma-Kingsburg-Fowler County Sanitation District and Liebert Cassidy Whitmore (LCW) was entered in 2011. The Agreement was subsequently updated and approved in 2020 by the Board and amended by Amendment No. 1 on July 11, 2024.

LCW submitted documentation that their rates will be increasing on July 1, 2025. An amendment to LCW's agreement is needed to update the rate schedule.

The agreement provides that Liebert Cassidy Whitmore will provide the District with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by District or otherwise required by law.

Attachment: Amendment No. 2, LCW Rate Schedule

**AMENDMENT NO. 2
SPECIAL SERVICES AGREEMENT BETWEEN
SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT
AND LIEBERT CASSIDY WHITMORE**

This Amendment No. 2 to Special Services Agreement is made and entered into effective the 10th day of July 2025, by and between the Selma-Kingsburg-Fowler County Sanitation District (hereinafter referred to as “District”) and Liebert Cassidy Whitmore, a Professional Corporation (hereinafter referred to as “Firm”).

RECITALS

WHEREAS, the District and Firm entered a Special Services Agreement (“Agreement”) effective January 24, 2011; and

WHEREAS, the parties have since that time amended that Agreement and entered a new agreement on January 9, 2020, and amended by Amendment No. 1 on July 11, 2024; and

WHEREAS, the Agreement provides that Firm will provide legal services pertaining to employee relations matters as requested by District; and

WHEREAS, Firm has advised District of new billing rates.

WHEREAS, the parties wish to amend the 2020 Agreement.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

Section 1. Section 3 titled “Fees, Costs, Expenses” of the AGREEMENT is hereby amended to provide that the hourly rates shall be:

Partners	\$485
Senior Counsel	\$400
Associates	\$295-\$380
Labor Relations/HR Consultant	\$315
Compensation/Classification Consultant	\$230
Paraprofessionals	\$165-\$200
Litigation Support	\$165-\$200
E-Discovery Fees	\$450/Month

Section 2. Except as expressly modified in this Amendment No. 2, the terms and conditions of the Special Services Agreement with Liebert Cassidy Whitmore and the rights, duties, and obligations of the parties thereunder are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to Special Services Agreement as set forth below.

SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT

Veronica Cazares, General Manager

Date: _____

LIEBERT CASSIDY WHITMORE, A PROFESSIONAL CORPORATION

By Shelline Bennett, Managing Partner

Date: _____

NOTICE TO ALL CLIENTS

Please be advised that Liebert Cassidy Whitmore will be increasing its rates effective July 1, 2025. A summary of rate changes is located below.

Partners	\$485.00
Senior Counsel	\$400.00
Associates	\$295.00 - \$380.00
Labor Relations/HR Consultant	\$315.00
Compensation/Classification Consultant	\$230.00
Paraprofessionals & Litigation Support	\$165.00 - \$200.00
E-Discovery Fees	\$450/Month

Thank you for giving Liebert Cassidy Whitmore the opportunity to provide legal services to your Agency. You are truly a valued client and it is our mission to continue to provide you with the very best and most cost effective legal representation possible. If you have any questions regarding this notice, or any other matter involving our Legal Services Agreement, please do not hesitate to contact Paul Hessing at (310) 981-2075.

MEMORANDUM

(July 10, 2025, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Prepared: June 30, 2025

Agenda Item: 7-A
Action: Motion

SUBJECT

Sewer System Management Plan

RECOMMENDATION

That the Board consider approval of Resolution No. 2025-17 Sewer System Management Plan

EXECUTIVE SUMMARY

The State Water Resources Control Board (SWRCB) regulates the wastewater collection system through a Statewide General Waste Discharge Requirement (GWDR). The regulation was adopted in 2006. The District has complied with the regulation. The GWDR requires the public agencies that own or operate a sanitary sewer system to develop and implement a Sewer System Management Plan (SSMP).

The SSMP is a document that describes the activities the District uses to manage its wastewater collection system effectively. Effective management of a wastewater collection system includes:

- Maintaining or improving the condition of the collection system infrastructure in order to provide reliable service into the future.
- Cost-effectively minimizing infiltration/inflow (I/I) and providing adequate sewer capacity to accommodate design storm flows; and
- Minimizing the number and impact of sanitary sewer overflows (SSOs) that occur.

The State adopted updated GWDR No. 2022-0103 on December 6, 2022. Precision Civil Engineering reviewed and updated the SSMP to comply with the updated GWDR. In summary, the modifications include:

- schedule of reports and updates required by the GWDR.
- update organization and contact information, sewer overflow emergency response plan, audit schedule, public outreach activities, operation and maintenance description, and training schedule.
- added items that are new in GWDR such as sewer blockage program, change log, implementation schedule.
- Updated monitoring and reporting program.

The GWDR requires that the governing body adopt the SSMP. The SSMP is required to be uploaded to the California Integrated Water Quality System Project (CIWQS) portal before August 2, 2025.

Attachment: Resolution 2025-17, Sewer System Management Plan

RESOLUTION 2025-17

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT APPROVING THE SEWER SYSTEM MANAGEMENT PLAN FOR 2025

WHEREAS, State Water Resources Control Board (SWRCB) Order No. WQ2022-0103-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (Order) requires that the District develop and implement a Sewer System Management Plan which complies with the Order; and

WHEREAS, the Order requires that the Sewer System Management Plan be presented for approval to the public agency's governing body; and

WHEREAS, the District's staff have prepared a Sewer System Management Plan which is attached hereto as Exhibit A; and

WHEREAS, the Sewer System Management Plan meets the requirements of the SWRCB Order.

NOW, THEREFORE, the Board of Directors resolves as follows:

1. The foregoing recitals are true and correct.
2. The Board has reviewed and hereby approves the Sewer System Management Plan for 2025 which is attached as Exhibit A.
3. The Sewer System Management Plan for 2025 supersedes the District's prior Sewer System Plan.
4. This resolution is effective upon adoption.

(Certification on following page)

CERTIFICATION

The foregoing resolution was adopted on July 10, 2025, on a motion duly made, seconded and approved by a unanimous vote:

DIRECTOR MAGSIG _____

DIRECTOR GILL _____

DIRECTOR PALOMAR _____

VICE CHAIR AVALOS _____

CHAIRMAN MENDES _____

WHEREUPON, the Chairman declared the foregoing resolution adopted, and SO ORDERED.

Veronica Cazares, General Manager/
Secretary of the Board of Directors
SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT

MEMORANDUM

(July 10, 2025, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Prepared: June 30, 2025

Agenda Item: 7-B
Action: Motion

SUBJECT

Amendment No. 8 to Agreements for Wastewater Disposal Variances

RECOMMENDATION

That the Board consider approval of the Amendment No. 8 to Agreements for Wastewater Disposal Variance between the District and Lion Raisin and Sun-Maid Growers of California and authorize the General Manger to execute the necessary agreements.

EXECUTIVE SUMMARY

The agreements with Sun-Maid, Lion Raisins, and Sunshine Raisins dba, National Raisin expire on June 30, 2025. The District has granted five-year extensions to each of these agreements beginning July 1, 2000. The original agreement has not been updated in the last 25 years.

The Board of Directors at the June 12, 2025, Board meeting approved the extension of the agreements until July 20, 2025, so that the District and Dischargers may update the agreements and bring back to the District Board of Directors for approval. Ordinance No. 92, Section 5.09, Special Agreements. Special agreements and arrangements between the District and any persons or agencies may be established when, in the opinion of the District, unusual or extraordinary circumstances compel special terms and conditions, except that federal or state standards shall not be waived in any case. Sun-Maid, Lion Raisins, and National Raisin each have been granted variances by the District which expired on June 30, 2025. National Raisin was not interested in extending their agreement therefore it expired.

The District has not completed the update to the agreements and requires additional time to coordinate with industry. This Amendment No. 8 extends the agreements until August 25, 2025. The District anticipates having the agreements on the agenda for the August Board meeting.

The General Manager recommends approval of the Wastewater Disposal Agreements for Lion Raisins and Sun-Maid Growers of California

Each variance allows the Industry to send a minimum of 25% of their wastewater to the public sewer system, with the remainder to be applied to land in accordance with the industry's RWQCB permit.

Attachment: Agreements for 1) Lion Raisin 2) Sun-Maid Growers of California

AMENDMENT NO. 8
TO AGREEMENT FOR WASTEWATER DISPOSAL VARIANCE
BETWEEN SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT AND
LION RAISINS, INCORPORATED, A CALIFORNIA CORPORATION

This AMENDMENT No. 8 to the Agreement for Wastewater Disposal Variance, dated, (herein referred to as "VARIANCE AGREEMENT") by and between the Selma-Kingsburg-Fowler County Sanitation District (herein referred to as "DISTRICT"), a public agency, and Lion Raisins Incorporated, a California corporation (herein referred to as "DISCHARGER") is hereby amended as follows:

RECITALS

WHEREAS, the original agreement titled "Agreement for Wastewater Disposal Variance" was executed on July 1, 2000; and

WHEREAS, the District desires to update the agreement to capture changes by the State of California Water Boards, Dischargers Wastewater Disposal Plan, also known as Management Plan; update parcel(s) that receive process wastewater, ownership of parcels that receive process wastewater, implement changes desired by the District; and

WHEREAS, the District extended the Agreement for Wastewater Disposal Variance to July 20, 2025, at the June 12, 2025 District Board of Directors meeting for purposes of updating and approval of a new Agreement by the District Board of Directors; and

WHEREAS, the District has not completed the update to agreement and coordination with the industry; and

WHEREAS, the District requests an extension to August 25, 2025; and

WHEREAS, the DISTRICT and DISCHARGER entered the aforementioned VARIANCE AGREEMENT in accordance with Section 5.09 of Ordinance No. 92 which provides:

Special Agreements and arrangements between the District and any persons or agencies may be established when, in the opinion of the District, unusual or extraordinary circumstances compel special terms and conditions, except that Federal or State standards shall not be waived in any case.

AGREEMENT

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated by reference.

SECTION 2. Section 4 is revised as follows:

4. The term of the permit granted under the agreement is through August 25, 2025. Notwithstanding such provision, DISCHARGER may terminate this agreement on thirty days' written notice to DISTRICT. Nothing in this section shall prevent the parties from renewing, extending or modifying this agreement. DISTRICT shall have the right to terminate the agreement if DISCHARGER fails to comply with the terms, conditions, and provisions of the agreement.

Section 3. Except as expressly modified in this Amendment No. 8, the terms, conditions, and provisions of the VARIANCE AGREEMENT and the rights, duties, and obligations of the parties thereunder are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 8 to the Agreement for Wastewater Disposal Variance dated July 1, 2000, as set forth below.

SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT

Veronica Cazares, PE
General Manager

Date: _____

LION RAISINS INCORPORATED, A CALIFORNIA CORPORATION

Print Name

Date: _____

AMENDMENT NO. 8
TO AGREEMENT FOR WASTEWATER DISPOSAL VARIANCE
BETWEEN SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT AND
SUN-MAID GROWERS OF CALIFORNIA, INCORPORATED, A CALIFORNIA
CORPORATION

This AMENDMENT No. 8 to the Agreement for Wastewater Disposal Variance, dated, (herein referred to as "VARIANCE AGREEMENT") by and between the Selma-Kingsburg-Fowler County Sanitation District (herein referred to as "DISTRICT"), a public agency, and Sun-Maid Gowers of California Incorporated, a California corporation (herein referred to as "DISCHARGER") is hereby amended as follows:

RECITALS

WHEREAS, the original agreement titled "Agreement for Wastewater Disposal Variance" was executed on July 1, 2000; and

WHEREAS, the District desires to update the agreement to capture changes by the State of California Water Boards, Dischargers Wastewater Disposal Plan, also known as Management Plan; update parcel(s) that receive process wastewater, ownership of parcels that receive process wastewater, implement changes desired by the District; and

WHEREAS, the District extended the Agreement for Wastewater Disposal Variance to July 20, 2025, at the June 12, 2025 District Board of Directors meeting for purposes of updating and approval of a new Agreement by the District Board of Directors; and

WHEREAS, the District has not completed the update to agreement and coordination with the industry; and

WHEREAS, the District requests an extension to August 25, 2025; and

WHEREAS, the DISTRICT and DISCHARGER entered the aforementioned VARIANCE AGREEMENT in accordance with Section 5.09 of Ordinance No. 92 which provides:

Special Agreements and arrangements between the District and any persons or agencies may be established when, in the opinion of the District, unusual or extraordinary circumstances compel special terms and conditions, except that Federal or State standards shall not be waived in any case.

AGREEMENT

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated by reference.

SECTION 2. Section 4 is revised as follows:

4. The term of the permit granted under the agreement is through August 25, 2025. Notwithstanding such provision, DISCHARGER may terminate this agreement on thirty days' written notice to DISTRICT. Nothing in this section shall prevent the parties from renewing, extending or modifying this agreement. DISTRICT shall have the right to terminate the agreement if DISCHARGER fails to comply with the terms, conditions, and provisions of the agreement.

Section 3. Except as expressly modified in this Amendment No. 8, the terms, conditions, and provisions of the VARIANCE AGREEMENT and the rights, duties, and obligations of the parties thereunder are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 8 to the Agreement for Wastewater Disposal Variance dated July 1, 2000, as set forth below.

SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT

Veronica Cazares, PE
General Manager

Date: _____

SUN-MAID GROWERS OF CALIFORNIA INCORPORATED, A CALIFORNIA CORPORATION

Print Name

Date: _____

MEMORANDUM

(July 10, 2025, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Prepared: June 30, 2025

Agenda Item: 7-C
Action: Motion

SUBJECT

Consulting Services Agreement with Herwit Engineers in the amount of \$232,496 for the Effluent Disposal Line RR Project

RECOMMENDATION

That the Board consider approval of the agreement between the District and Herwit Engineers in the amount of \$232,496 and authorize the General Manager to execute the necessary agreements.

EXECUTIVE SUMMARY

The Effluent Disposal Line is a corrugated metal pipe (CMP) with an asphaltic lining. This pipe has had several failures requiring repair and is original to the wastewater treatment plant. A lateral portion was repaired on pond 1 and it also was inadvertently punctured during the installation of the solar canopy. It was repaired but has started to leak. The asphaltic liner has also deteriorated in areas of the pipe.

The project is in the current capital improvement plan and budget. The project will be expensed out of GL 8178-203-02 as shown in the FY 2025-2026 budget.

The General Manager recommends entering into an agreement with Herwit Engineers to provide engineering design and construction support and management services. As the District still does not have a District Engineer, it is helpful to have a firm that has significant work experience with the District.

Attachment: Sewer System Management Plan

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

This Consulting Services Agreement (“Agreement”) is made and entered into effective the _____ day of August 2025, by and between the Selma-Kingsburg-Fowler County Sanitation District (hereinafter referred to as “DISTRICT”) and HEWRWIT ENGINEERS (hereinafter referred to as “CONSULTING ENGINEER”).

RECITALS

A. DISTRICT operates and maintains a wastewater treatment plant and 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 wastewater treatment plant and sewerage system infrastructure require 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 Effluent Disposal Line RR Project is identified in the 2025-2026 Capital Improvement plan.

F. The DISTRICT has negotiated the scope and fee of \$232,496 for the Effluent Disposal Line RR Project.

G. CONSULTING ENGINEER is a duly licensed and qualified engineering firm comprised of principals and employees who are experienced in matters connected with this Agreement and hereby represents that it is professionally capable of performing the services called for in this Agreement.

H. 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:

1. **Scope of Services.** CONSULTING ENGINEER shall perform to the satisfaction of DISTRICT the services described in **Exhibit A** which is incorporated by reference. This also includes all work incidental to, or necessary to perform such services even though not specifically described in Exhibit A. Henry Liang shall be the key person providing the Scope of Services. In the event Henry Liang is unable to perform the Services, CONSULTING ENGINEER shall immediately notify General Manager of the DISTRICT. In such event, DISTRICT shall have sole discretion to terminate the Agreement under Section 4 of this Agreement.
2. **Term of Agreement and Time for Performance.** The term of this Agreement shall commence on July 14, 2025, and expire on August 31, 2026.
3. **Compensation.**

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

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

(c) 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.

4. Termination.

(a) **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.

(b) **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.

(c) 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 all satisfactory work completed prior to the effective date of termination.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

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

(a) 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.

(b) 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.

(c) 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.

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

6. Professional Skill.

(a) 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.

(b) 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.

7. Responsibility of District. The DISTRICT shall:

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

(b) 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.

(c) 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.

8. Indemnification.

(a) 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.

(b) 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.

(c) This section shall survive termination or expiration of this Agreement.

9. Insurance.

(a) Throughout the life of this Agreement, CONSULTING ENGINEER shall pay for and maintain in full force and effect all insurance as required in **Exhibit B** 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

10. Conflict of Interest and Non-Solicitation.

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

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

11. 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.

12. 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:

(a) 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.

(b) 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.

13. Independent Contractor.

(a) 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.

(b) 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.

(c) 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.

14. Notices.

(a) 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.

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

15. Assignment.

(a) This agreement is personal to CONSULTING ENGINEER and there shall be no assignment by CONSULTING ENGINEER of its rights or 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.

(b) 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.

16. 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.

17. 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.

18. **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.

19. **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.

20. **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.

21. **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.

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

23. **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.

24. **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.

25. **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.

26. **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.

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

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

HEWRWIT ENGINEERS Consulting

By: _____
Veronica Cazares

By: _____
Gregory Harris, P.E.

General Manager

Title

Date: _____

Date: _____

Any Applicable Professional License:
Number: _____

Name: _____

Date of Issue: _____

EXHIBIT A—SCOPE OF SERVICES AND PAY SCHEDULE

**Selma-Kingsburg-Fowler County Sanitation District
Effluent Pipeline Replacement Project****SCOPE OF SERVICES**

This Scope of Services (Exhibit A) is incorporated into and made part of the Agreement for Consultant Services ("Agreement") entered into by the Selma-Kingsburg-Fowler County Sanitation District (SKF) and HERWIT Engineering as of _____, 2025.

TASK ITEMS

HERWIT engineering has prepared the following engineering services proposals based on the issues discussed with and the information provided by SKF as detailed in the SKF- Effluent Pipeline Alternatives letter report dated March 17, 2025. The purpose of this scope is to prepare plans and specifications for public bidding to repair the Effluent Pipeline and to provide construction management and inspection for the pipeline repair. All work to take place at the Wastewater Treatment Plant Effluent Pipeline from Structure 31 to Structure 26.

Task 1 – Engineering Design Services – Effluent Pipeline Replacement Project

- A. Based on the design options selected by SKF from the March 17, 2025 letter report, prepare final design documents for replacement of the Effluent Pipeline from Structure 31 to Structure 26. Prepare documents to allow bidding of either Cured in Place Pipe (CIPP) or the Vylon Piping System
- B. Prepare 100% Plans and specifications for public bidding of the Effluent Pipeline Replacement Project. Design elements to be included are as follows:
 - 1. Detailed design of two piping options to allow bidding of either system.
 - 2. Develop bypassing and temporary construction plans for each option.
 - 3. Identify potential locations for and determine limits of excavations for access pits.
 - 4. Ensure the main entrance road stays open at all times.
- C. Prepare and submit 50% and 90% submittals for review and comment by the District.
- D. Incorporate 50% and 90% comments and prepare final plans and specifications for bidding.
- E. Attend 2 meetings at the project site. Attend other meetings by Zoom as needed.
- F. Print 2 full size sets of plans and specs for the final deliverable to the District.
- G. Assist District with bidding process, including:
 - 1. Attend pre-bid meeting and job walk.
 - 2. Answer questions during bidding and prepare project addenda as needed.

Task 2 – Engineering Construction Support Services – Effluent Pipeline Replacement

- A. Review shop drawings.
- B. Answer project Requests for Information (RFI's)
- C. Prepare base information for Project Change Orders prepared by Construction Manager.
- D. Conduct periodic site specialty inspections.

- E. Assist with project start up.
- F. Conduct final inspection for acceptance.

Task 3 –Construction Management and Inspection – Effluent Pipeline Replacement

- A. Act as Primary contact for all documentation.
- B. Review pay requests from Contractor and Vendors and make recommendations to Owner.
- C. Conduct weekly project meetings and provide notes.
- D. Process Requests for Information (RFI's)
- E. Prepare and Process Project Change Orders.
- F. Conduct daily site inspections and provide daily inspection reports.
- G. Coordinate project startup activities.
- H. Conduct final inspection for acceptance.

ASSUMPTIONS

- A. All fees for all permits and applications shall be paid by SKF.
- B. All project approvals will be obtained by SKF.
- C. Existing drawings of the facility, data or other process data will be provided by SKF.
- D. SKF is the approving authority for this project and is the final say on plan approval.
- E. HERWIT will perform detailed design, inspection, and construction management as part of this scope.
- F. PDF drawings of the existing plant will be provided by SKF.
- G. HERWIT will not perform full time inspection or site supervision. HERWIT will have local inspection available daily for specialty inspections as required to verify compliance with the construction documents. HERWIT will act as Construction Manager and all construction documentation will be routed through HERWIT.
- H. SKF will hire Geotechnical Engineer to prepare the base geotechnical report and for compaction testing during construction. HERWIT will coordinate all engineering needs and the Geotechnical Engineering activities for the project.

WORK ITEMS NOT INCLUDED IN SCOPE

The following items are not included in this scope of work. It is our understanding that the following items that may be necessary for completion of the project are contracted to others as identified below.

- A. Surveying and Photometric / Topographic background of the existing plant are not included in this scope of services.
- B. Geotechnical services are not included in this scope of services
- C. Permitting is not included in this scope of services.
- D. Material testing is not included in this scope of services.

MISCELLANEOUS

There will be several subconsultants working under HERWIT Engineering to complete this project. This subconsultants and areas of responsibility are as follows.

- A. Structural Design, CAPSTONE Structural Engineering, Project Manager Steve Stoll
- B. Other local engineering firm for daily inspection.

SCHEDULE

HERWIT Engineering will begin immediately upon approval of this Task Authorization under the 2022 General Services Contract. The current project schedule is as follows:

Item Description	Date
Begin Design	August, 2025
50% Submittal	October, 2025
90% Submittal	December, 2025
100% Submittal	January, 2026
Bid Project	February, 2026
Receive Bids	March, 2026
Notice to Proceed	April, 2026
Construction Complete	July, 2026

The schedule assumes a 2-week review period by district staff at each submittal.

FEE

HERWIT Engineering will complete tasks identified below on a Lump Sum Not to Exceed Basis. The costs for all subconsultants are included in these costs. Subconsultant costs will be broken out separately on all invoices. Because of the variability in estimating the workload between tasks and subconsultants for a project of this size, the subconsultant's costs are an approximate breakdown and budget assignments may be moved between subconsultants and the Prime Consultant as needed as long as the total project cost is not exceeded.

Task 1 – Design Services	\$ 148,420
Task 1 – Engineering Services During Construction	\$ 31,096
Task 1 – Construction Management & Inspection Services	<u>\$ 52,980</u>
TOTAL	\$ 232,496

SKF Effluent Pipeline Replacement Project
HERWIT Engineering Cost Estimate

		Staff Hours at Indicated Rate											
		Process Model Engineer	Supervising Engineer	Senior Engineer	Associate Engineer	Engineer	Supervising Designer	Designer 2	Administrative Assistant	HERWIT Labor Cost	Other Subs	Expenses	Total Cost
Task 1	Design Services - Effluent Pipeline Replacement			260				135					
Design Services													
	1 Civil & Mechanical Design, Coordination, etc.			240				200		89,400	1,800	\$	91,200
	2 Structural Design			4						1,040	7,600	\$	8,640
	3 Hydraulic Modeling			40						10,400		\$	10,400
	4 Prepare and Print 50% and 90% Submittals			40				40		15,800		\$	15,800
	5 Final Printing			16				16		6,320		\$	6,320
	6 Meetings (Total of 2 on site)			16						4,160		560 \$	4,720
	7 Bidding			40						10,400		\$	10,400
	Markup on Subs										940	\$	940
	Subtotal Design Services			396				256		137,520	9,400	560 \$	148,420

		Staff Hours at Indicated Rate											
		Process Model Engineer	Supervising Engineer	Senior Engineer	Associate Engineer	Engineer	Supervising Designer	Designer 2	Administrative Assistant	HERWIT Labor Cost	Other Subs	Expenses	Total Cost
Task 2	Engineering Construction Support Services - Effluent Pipeline Replacement			260				135					
Engineering Services													
	1 Review Shop Drawings / Coordinate Equipment			40						10,400	2,280	\$	12,680
	2 Answer RFIs / Field Questions			24						6,240	2,280	\$	8,520
	3 Conduct Specialty Site Inspections & Bi-weekly Mtgs (24 mo, 1 trip / 2wk / 10 hr/trip)			24						6,240		840 \$	7,080
	4 Conduct Final Inspection and Acceptance			8						2,080		280 \$	2,360
	Markup on Subs										456	\$	456
	Subtotal Engineering Services During Construction			96						24,960	5,016	1,120 \$	31,096

		Staff Hours at Indicated Rate											
		Process Model Engineer	Supervising Engineer	Senior Engineer	Associate Engineer	Engineer	Supervising Designer	Designer 2	Administrative Assistant	HERWIT Labor Cost	Other Subs	Expenses	Total Cost
Task 3	Construction Management & Inspection Services - Effluent Pipeline Replacement			260				135					
Design Services													
	1 General Construction Management & Coordination			60						15,600		\$	15,600
	2 Prepare Change Orders & Paperwork			16						4,160		\$	4,160
	3 Conduct Weekly Mtgs & Prepare Notes			24						6,240	20,000	1,000 \$	27,240
	4 Prepare Close Out Documentation			8						2,080	1,500	250 \$	3,830
	Markup on Subs										2,150	\$	2,150
	Subtotal Construction Management Services			108						28,080	23,650	1,250 \$	52,980

EXHIBIT B—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 affecting 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.