

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

REGULAR MEETING OF BOARD OF DIRECTORS

OCTOBER 12, 2023

4:00 P.M.

11301 E. Conejo Avenue, Kingsburg, CA 93631

1. CALL TO ORDER AND ROLL CALL

DIRECTORS

Nathan Magsig
Juan Mejia
Vince Palomar
Scott Robertson, 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. 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 September 14, 2023, Board Meeting (*p.1*)
- B. Warrant List Reports of September 13, 2023, and September 27, 2023 (*p.5*)
- C. Cash Activity Report of September 30, 2023 (*p.7*)

5. CEREMONIAL MATTERS

- A. The Board will consider adopting Resolution No. 2023-14, A Resolution Honoring Gabriel Jimenez, Plant Operations Assistant Supervisor upon his retirement after twenty years of service to the Selma-Kingsburg-Fowler County Sanitation District *(p.9)*

6. NEW BUSINESS

- A. Subject: Consideration and Direction on Proposed Reorganization and Job Description for District Engineer *(p.10)*

Recommendation: That the Board of Directors receive and consider report on Proposed Reorganization, give direction on the Reorganization, and authorize staff to immediately recruit for the District Engineer position with the revised job description.

- B. Subject: Award of Contract on Request for Proposals: District Lift Station R/R North Street *(p.17)*

Recommendation: That the Board approve an agreement with MKN and Associates in the amount of \$243,490 and authorize the General Manager to execute the agreement.

- C. Subject: CCTV Inspection and Review For Fiscal Year 23-24 *(p.43)*

Recommendation: That the Board approve agreement with MKN and Associates in the not to exceed amount of \$165,000 and authorize the General Manager to execute the agreement.

7. BOARD MEMBER COMMUNICATION/AGENDA ITEMS

8. GENERAL MANAGER REPORTS

- A. 2024 Winter CASA Conference will be held on January 24-26, 2024, at Hilton Palm Springs Hotel. Directors must notify Alicia Kirk, Executive Assistant to the General Manager, by December 22, 2023, of their intention to attend so reservations can be made.
- B. Gabriel's Retirement Barbeque will be held on October 27th at 11:30am.
- C. Update: 18th Ave PS.

9. ADJOURNMENT

Motion to Adjourn

Next Regular Meeting: Thursday, November 9, 2023, at 4:00 p.m.

Next Ordinance: 2023-01

Next Resolution: 2023-15

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

SEPTEMBER 14, 2023

CALL TO ORDER AND ROLL CALL

The Board Meeting of the Selma-Kingsburg-Fowler County Sanitation District was called to order at 4:05 p.m. by Vice-Chairman Robertson.

DIRECTORS

Nathan Magsig (P)
Juan Mejia (P)
Vince Palomar (P)
Scott Robertson, Vice Chair (P)
Buddy Mendes, Chairman (A)

STAFF AND CONSULTANTS

Veronica Cazares, General Manager/Secretary
Alicia Kirk, Executive Assistant to the G.M.
Tricia Miller, Administrative Services/HR Manager
Hilda Cantu Montoy, General Counsel

APPROVAL OF AGENDA

There being no comment from the public, a motion to approve the agenda of the Board meeting of September 14, 2023, was made by Director Mejia and seconded by Director Palomar and approved by a unanimous voice vote:

AYE: Director Magsig, Palomar, Mejia, Vice Chair Robertson,

NO:

ABSENT: Chairman Mendes

ABSTAIN:

PUBLIC FORUM

Public comment was given by Selma City Manager Fernando Santillan. SKF Vice Chairman Robertson had reported under Board Member Communication/Agenda items at the August 10, 2023, District Board meeting that during the August 7, 2023, Selma City Council meeting a Selma Council member asked to put the item of the City of Selma withdrawing from SKF sewer system on a future City Council Agenda. City Manager Santillan spoke on that matter during Public comment. Vice Chairman Robertson asked for the record to show that as this item was not asked to be placed on the Agenda prior to this meeting, no action or discussion can be taken at this time. Vice Chairman Robertson thanked City Manager Santillan for his comments. General Counsel for SKF asked for Mr. Santillan to provide her with a copy of his written statement.

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 August 10, 2023, Regular Board Meeting *(p.1)*
- B. Warrant List Reports of August 2, 2023, August 16, 2023, August 30, 2023 *(p.5)*
- C. Cash Activity Report of, August 31, 2023 *(p.8)*

There being no comment from the public, a motion to approve the consent calendar was made by Director Palomar and seconded by Director Mejia and approved by a unanimous voice vote:

AYE: Director Magsig, Palomar, Mejia, Vice Chair Robertson

NO:

ABSENT: Chairman Mendes

ABSTAIN:

NEW BUSINESS

- A. Subject: Request for Proposal – SKFCSD Beneficial Reuse of Class-B Biosolids *(p.10)*

Recommendation: That the Board approve a 5-year agreement with Synagro West LLC. in the amount of \$67.44 per wet ton hauled for fiscal year 2023-24 and a cost increase based on Consumer Price Index (CPI) per year and authorize the General Manager to execute the agreement.

District staff issued a Request for Proposals (RFP) for SKFCSD Beneficial Reuse and Hauling services. Annual removal and testing of Biosolids are an EPA and WDR requirement. Two proposals were submitted. One being from Synagro West LLC. (Synagro) and the other from CleanInfusion. District Staff recommended to the Board that Synagro was the most responsive bidder. Synagro's 5-year contract includes a CPI increase annually which has averaged 4.7% over the previous 5-year contract with Liberty Composting. The estimated cost range for the five-year period is approximately \$80,500 to \$97,000. Staff explored capping the CPI with Synagro, but they said that is their uniform language for all agreements. Staff will monitor the CPI and if it becomes prohibitively high, staff will consider terminating the Agreement with 30 days' notice under the termination without cause provision of the Agreement. At present how we handle our solids is tied directly to our permit. The question was asked if the District has a large enough area to dry the solids, or maybe purchase a dryer in the future and take to the County Landfill as a filler. On January 1, 2024, SB 1383 will prohibit organic materials to be

taken to a County landfill. If the District did decide to produce Class A, we would need to obtain a Stockpiling Permit as it takes about three years of drying. It was said that it would take the area of roughly one pond at SKF to hold the material. It was suggested to look for creative ways to deal with the material in the future.

There being no comment from the public, a motion to approve a 5-year agreement with Synagro West LLC. in the amount of \$67.44 per wet ton hauled for fiscal year 2023-24 and a cost increase based on Consumer Price Index (CPI) per year and authorize the General Manager to execute the agreement was made by Director Magsig, and seconded by Director Mejia and approved by a unanimous voice vote:

AYE: Director Magsig, Palomar, Mejia, Vice Chair Robertson

NO:

ABSENT: Chairman Mendes

ABSTAIN:

BOARD MEMBER COMMUNICATION/AGENDA ITEMS

Director Palomar said that Kingsburg will be hosting their annual Crayfish Festival on Saturday September 16th from 5pm-10pm.

Vice Chair Robertson said that this Saturday in Selma has the Parkin in the Park car show and BBQ in Lincoln Park.

Director Mejia said that the Fowler Fall Festival kicks off on October 7, 2023

Director Magsig stated that the Fresno County Board of Supervisors adopted a Memorial Resolution in honor of former SKF General Manager Ben Munoz, Jr. It will be presented to his family.

Vice Chair Robertson reported that the City of Selma had requested to put on their agenda to look into the possibility of leaving SKF. It is incontrovertible and is on the record that a Selma City Council Member did say that. As it is his duty to report this, he did so, and will see what the City of Selma develops from that. As City Manager Santillan said, there are issues that the City of Selma will be considering in the future.

GENERAL MANAGER REPORTS

General Manager Cazares gave an update on the North St. Pump Station Request for Proposal, the 18th Ave Pump Station in Kingsburg, Solar 4-year Guarantee report, District Engineer Position, the Sewer Rate Study with Raftelis, Collection System Master Plan-Upcoming meetings with PAC.

ADJOURNMENT

There being no further business to come before the Board, Vice-Chairman Robertson declared the meeting adjourned on a motion made by Director Palomar, and seconded by Director Magsig, and approved by a unanimous voice vote at 4:21 p.m.

Respectfully submitted,

Approved,

Veronica Cazares, General Manager

Buddy Mendes, Chairman
of the Board

**SELMA - KINGSBURG - FOWLER
COUNTY SANITATION DISTRICT
SEPTEMBER 13, 2023
WARRANT LIST**

AMERICAN EXPRESS	TRAVEL/TRAINING,EMPLOYEE RECOGNITION, NOTARY	4,892.64
ARAMARK	UNIFORMS,MATS,MOPS,TOWELS	1,526.86
ARNOLD, STEPHEN	RETIREE REIMBURSEMENT	148.68
ASI	INFORMATION SYSTEMS	375.00
BOOT BARN HOLDINGS INC.	SAFETY SUPPLIES	656.49
BSK ASSOCIATES	EXTERNAL LAB SERVICES	400.00
CALIFORNIA CAD SOLUTIONS INC	PROF.SERVICES - ENGR & TECH	2,550.00
CALPERS	RETIREMENT	40,822.50
CINTAS CORPORATION NO.2	SAFETY SUPPLIES	15.07
COMCAST	COMMUNICATIONS	109.95
CWEA	MEMBERSHIPS	221.00
DALE BRISCO INC.	EQUIPMENT REPAIRS & MAINTENANCE	929.71
DAVID MICHEL	RETIREE REIMBURSEMENT	148.68
DKF SOLUTIONS GROUP, LLC	PROF.SERVICES - MED & SAFETY	350.00
ELECTRIC MOTOR SHOP, INC.	EQUIPMENT REPAIRS & MAINTENANCE	26,361.87
FISHER SCIENTIFIC	LABORATORY SUPPLIES	1,121.68
GARY HELM	RETIREE REIMBURSEMENT	148.68
GRAINGER	EQUIPMENT REPAIRS & MAINTENANCE	148.92
HOME DEPOT CREDIT SERVICES	BUILDING & GROUNDS MAINTENANCE	517.67
ISAGUIRRE, RICARDO	MAINTENANCE - BUILDING & GROUNDS REIMBURSEMENT	133.61
J'S COMMUNICATIONS, INC	COMMUNICATIONS	1,296.00
JAIME RUIZ	RETIREE REIMBURSEMENT	148.68
JAMES HORNE	RETIREE REIMBURSEMENT	148.68
JIM OLINGER	RETIREE REIMBURSEMENT	148.68
JIMMY GARCIA	RETIREE REIMBURSEMENT	416.87
KINGSBURG INSURANCE AGENCY	HONESTY BOND	194.00
LUCERO, JULIAN	RETIREE REIMBURSEMENT	148.68
MID VALLEY DISPOSAL	UTILITIES - WASTE	1,225.00
MKN	SEWER REHAB PROJECTS	3,490.43
MOORE TWINING ASSOC. INC.	EXTERNAL LAB SERVICES	311.00
MORGAN BROTHERS INC	PEST CONTROL	155.00
NAPA AUTO PARTS	EQUIPMENT REPAIRS & MAINTENANCE	429.83
NELSON'S POWER CENTER	MAINTENANCE - BUILDING & GROUNDS	960.00
NELSON'S ACE HARDWARE	SMALL TOOLS, NUISANCE ABATEMENT, EQUIPMENT MAINT.	434.25
O'REILLY AUTO PARTS	EQUIPMENT REPAIRS & MAINTENANCE	52.29
PG&E	ELECTRIC UTILITIES	242.65
QUADIENT FINANCE USA, INC.	POSTAGE	500.00
RESA POWER SOLUTIONS	EQUIPMENT REPAIRS & MAINTENANCE	3,416.00
ROBERT CURRIE	RETIREE REIMBURSEMENT	148.68
RODRIGUEZ, ERNESTO	WELLNESS PROGRAM REIMBURSEMENT	40.00
SALLY RODRIGUEZ	RETIREE REIMBURSEMENT	148.68
SARA J. STAUNTON	RETIREE REIMBURSEMENT	148.68
SILVAS OIL CO. INC.	FUEL	2,587.73
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	156.24
STEVE JENSEN	RETIREE REIMBURSEMENT	132.25
TELSTAR INSTRUMENTS, INC.	EQUIPMENT REPAIRS & MAINTENANCE	1,322.00
THE GAS CO	UTILITIES - GAS	62.74
TOSHIBA FINANCIAL SERVICES	COPIER LEASES	813.60
TURNUPSEED ELECTRIC, INC.	EQUIPMENT REPAIRS & MAINTENANCE	1,287.14
UNWIRED BROADBAND, INC.	COMMUNICATIONS	749.99
VERIZON WIRELESS	COMMUNICATIONS	521.82
MAS 200 Total Checks		\$103,416.60

SELMA - KINGSBURG - FOWLER
COUNTY SANITATION DISTRICT
SEPTEMBER 27, 2023
WARRANT LIST

ANDERSON & BALLOU INC.	SEWER MAIN REPAIRS	51,100.00
APPLIED INDUSTRIAL TECH CA-LLC	EQUIPMENT MAINTENANCE	1,265.75
AQUA SIERRA CONTROLS INC.	NORTH ST. P/S PANEL REPLACEMENT	23,336.03
AQUATIC INFORMATICS INC.	INFORMATION SYSTEMS	3,059.00
ARAMARK	UNIFORMS, MATS, MOPS, TOWELS	1,481.02
AT&T MOBILITY	COMMUNICATIONS	151.02
AT&T/CALNET 3	COMMUNICATIONS	137.75
BSK ASSOCIATES	EXTERNAL LAB SERVICES	798.00
BUCKLES-SMITH ELECTRIC CO.	INFORMATION SYSTEMS	14,830.88
CALIFORNIA WATER SERVICE	WATER UTILITIES	35.81
CALPERS HEALTH	HEALTH INSURANCE	37,427.34
CENTRAL VALLEY CULLIGAN, INC.	DRINKING WATER	251.80
CWEA	MEMBERSHIPS	663.00
CWEA CSJ SECTION	TRAVEL & TRAINING	140.00
DAWSON-MAULDIN CONSTR, INC	EAST FRESNO ST. ALLEY SEWER IMPROVEMENTS	259,986.50
DSD BUSINESS SYSTEMS	INFORMATION SYSTEMS	48.75
E.G. BABCOCK COMPANY	EQUIPMENT MAINTENANCE	64.11
FEDERAL EXPRESS	OVERNIGHT SHIPPING	27.61
FERGUSON WATERWORKS	EQUIPMENT MAINTENANCE	5,040.44
GISELA ROSALES	AUTO MAINTENANCE	20.00
HOME DEPOT CREDIT SERVICES	MAINTENANCE BUILDING & GROUNDS	755.55
JUAN MEJIA	DIRECTOR'S FEE	127.63
KAMEYA AKEMI COLEMAN	TRAVEL & TRAINING REIMBURSEMENT	311.59
KINGS INDUSTRIAL OCC. MED. CTR, INC.	PROF.SERVICES - MED & SAFETY	25.00
MORGAN BROTHERS INC	PEST CONTROL	155.00
MUNIQUIP LLC	EQUIPMENT MAINTENANCE	3,668.15
NAPA AUTO PARTS	AUTO / EQUIPMENT MAINTENANCE	304.74
NATHAN MAGSIG	DIRECTOR'S FEE	127.63
NELSON'S POWER CENTER	MAINTENANCE BUILDING & GROUNDS	147.16
NELSON'S ACE HARDWARE	MAINTENANCE BUILDING & GROUNDS	254.12
NORTH AMERICAN BENEFITS CO	LIFE INSURANCE	409.36
PG&E	ELECTRIC UTILITIES	45,253.89
PIONEER RESEARCH	CHEMICALS	18,645.35
PROFESSIONAL COMMUNICATIONS NETWORK	COMMUNICATIONS	60.00
QUADIENT LEASING USA, INC.	RENT & LEASE EQUIPMENT	717.42
SCOTT ROBERTSON	DIRECTOR'S FEE	127.63
SILVAS OIL CO. INC.	FUEL	2,206.92
SKF - EAC	EMPLOYEE RECOGNITION	360.00
STONEFLY INC.	INFORMATION SYSTEMS	20,476.34
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	4,961.75
VALLEY SECURITY ALARM	COMMUNICATIONS	711.00
VINCE PALOMAR	DIRECTOR'S FEE	127.63
MAS 200 Total Checks		\$499,798.67

SKF COUNTY SANITATION DISTRICT
 CASH ACTIVITY REPORT
 Month: SEPTEMBER
 Fiscal Year: 2023-24

Cash Account Description	End of Month Cash Balance as of June 30, 2023	End of Month Cash Balance September 30, 2023
Cash in Treasury: Operations & Maintenance	\$ 5,043,024.93	\$ 3,831,406.38
Cash in Bank: Operations & Maintenance	\$ 28,912.44	\$ 28,311.46
Cash in Bank: Payroll	\$ 203.46	\$ 110,001.13
Petty Cash	\$ 700.00	\$ 700.00
Total Operations & Maintenance	\$ 5,072,840.83	\$ 3,970,418.97
Cash in County Treasury:Expansion	\$ 5,393,049.36	\$ 5,455,421.61
Cash in County Treasury: R&R	\$ 6,245,192.21	\$ 6,110,159.58
Cash in County Treasury:Selma	\$ 2,319,258.37	\$ 2,339,563.76
Cash in County Treasury: Selma SWRCB Reserve	\$ 267,803.77	\$ 265,609.04
Total Selma	\$ 2,587,062.14	\$ 2,605,172.80
Cash in County Treasury:Kingsburg	\$ 3,426,769.60	\$ 3,425,163.64
Cash in County Treasury:Fowler	\$ 1,932,604.12	\$ 1,664,780.09
Total Cash Balance	\$ 24,657,518.26	\$ 23,231,116.69

SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT
WARRANT LIST & SALARY AND FRINGE BENEFIT EXPENDITURE SUMMARY
FOR THE MONTH ENDED SEPTEMBER 30, 2023

SERVICE AND SUPPLIES EXPENDITURES:

WARRANT LIST ENDING	9/13/2023	\$	103,416.60
WARRANT LIST ENDING	9/27/2023	\$	499,798.67
			603,215.27
TOTAL SERVICE AND SUPPLIES EXPENDITURES			\$ 603,215.27

SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES

TOTAL SALARIES PERIOD ENDING:

SALARIES	9/10/2023	\$	98,193.27
EMPLOYER CONTRIBUTIONS (PERS)	9/10/2023	\$	9,851.91
EMPLOYER TAXES	9/10/2023	\$	1,288.84
HEALTH INSURANCE	9/10/2023	\$	13,975.16
			\$ 123,309.18

TOTAL SALARIES PERIOD ENDING:

SALARIES	9/24/2023	\$	98,389.87
EMPLOYER CONTRIBUTIONS (PERS)	9/24/2023	\$	9,963.03
EMPLOYER TAXES	9/24/2023	\$	1,289.70
HEALTH INSURANCE	9/24/2023	\$	13,975.16
			\$ 123,617.76

TOTAL SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES			\$ 246,926.94
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	GRAND TOTAL	\$	850,142.21
			850,142.21

RESOLUTION NO. 2023-14

A RESOLUTION HONORING
GABRIEL JIMENEZ
UPON HIS RETIREMENT AFTER
TWENTY YEARS OF SERVICE TO THE
SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT

RESOLVED, by the Board of Directors of the Selma-Kingsburg-Fowler County Sanitation District that;

WHEREAS, Gabriel Jimenez has served as Plant Operations Assistant Supervisor for the Selma-Kingsburg-Fowler County Sanitation District since February 2, 2003 and;

WHEREAS, he will retire on October 27, 2023;

NOW, THEREFORE, the Board of Directors hereby thanks and honors Gabriel Jimenez for twenty years of excellent public service.

The foregoing resolution was unanimously adopted on October 12, 2023, on a motion duly made and seconded.

DIRECTOR MAGSIG	_____
DIRECTOR PALOMAR	_____
DIRECTOR MEJIA	_____
VICE CHAIR ROBERTSON	_____
CHAIRMAN MENDES	_____

WHEREUPON, the Chairwoman 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

(October 12, 2023, Board Meeting)

To: S-K-F CSD Board of Directors

Agenda Item: 6-A

From: Veronica Cazares, General Manager

Action: Motion

Staff Report Prepared By: Tricia Miller, Administration Services/HR Manager

Date Prepared: September 27, 2023

SUBJECT: Consideration and Direction on Proposed Reorganization and Job Description for District Engineer

RECOMMENDATION

That the Board of Directors receive and consider report on Proposed Reorganization, give direction on the Reorganization, and authorize staff to immediately recruit for the District Engineer position with the revised job description.

EXECUTIVE SUMMARY

In 2014, the Board of Directors approved an Organizational Chart revision which moved the Laboratory Department, Maintenance and Collections Department under the District Engineer. The District has been unsuccessful in recruiting for the District Engineer position since Veronica Cazares was promoted to General Manager. In most agencies, the Engineer does not oversee departments such as the Laboratory and Collections. Most Engineers do not have experience in Collections and Laboratory at Wastewater Treatment Plants. In addition, most treatment plants have the Laboratory and Plant Maintenance under the Operations Department and Chief Plant Operator. By revising the District's Organizational Chart, it would hopefully allow the District to be more successful in recruiting this position. Professional Engineers are in high demand in the central valley.

Staff will be looking at the following: Reorganize the reporting relationship of the Laboratory Supervisor to the Plant Operations Supervisor, the Maintenance Supervisor to the General Manager, and the two Mechanical Maintenance Technicians to the Assistant Plant Operations Supervisor. Reclassify the Plant Operations Supervisor to Plant Operations Manager.

This recommended reorganization will:

- Allow more successful recruiting.
- Align related functions within plant maintenance and plant operations.
- Provides greater plant maintenance efficiency by simplifying workflow and operational flexibility.

If the Board authorizes pursuit of the Proposed Reorganization, staff will bring forth an action item approving the reorganization including an Organizational Chart and a job description for Plant Operations Manager with a possible salary realignment for the Plant Operations Manager. Because time is of the essence on the District Engineer recruitment, staff seeks authority to commence recruitment for the District Engineer with revised job description.

Attachments: Draft Organizational Chart, Draft District Engineer Job Description

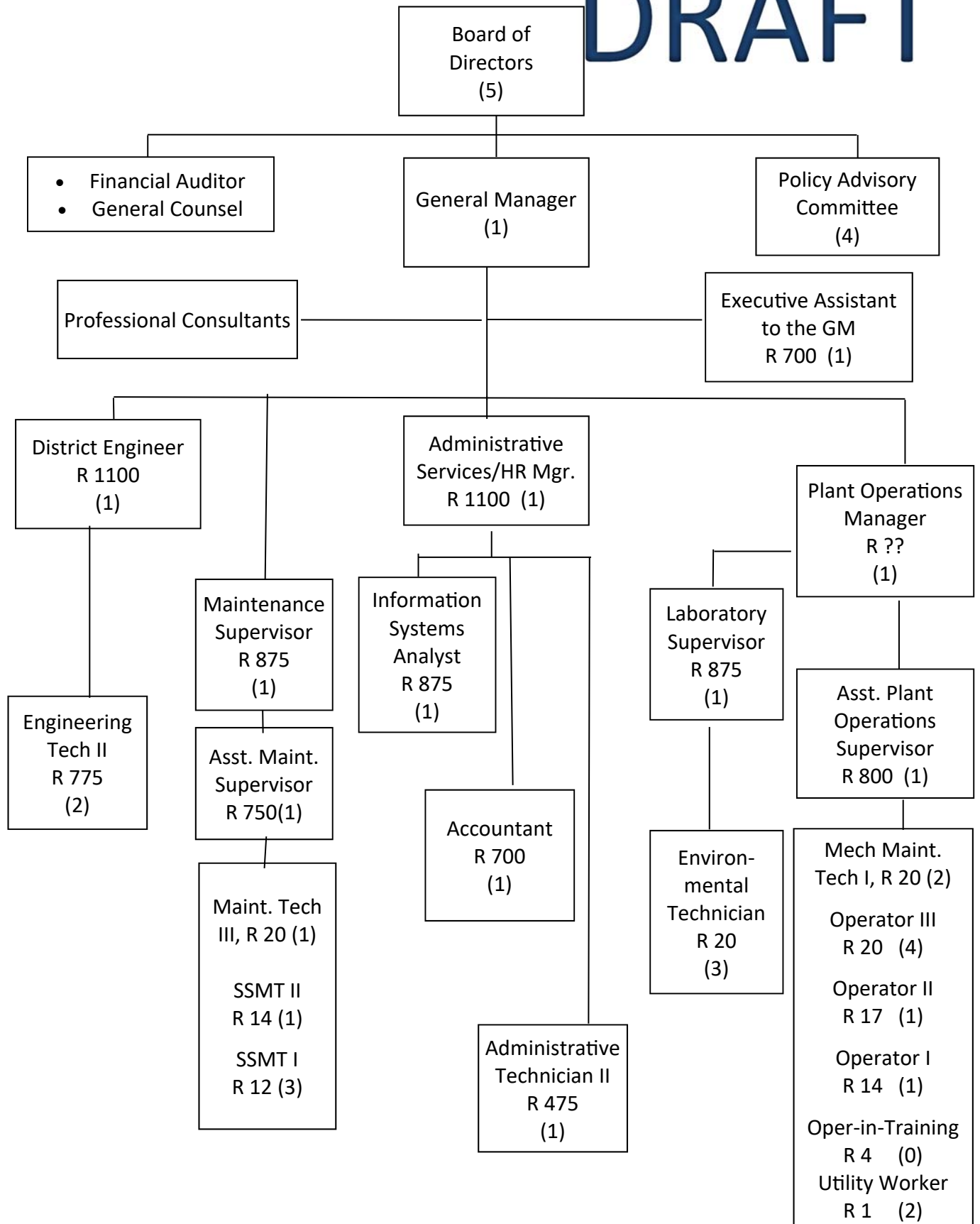


ORGANIZATIONAL CHART

FY 2023-24

R = Salary Range; () = No. of Authorized Positions; Total Number of Authorized Positions = 32

DRAFT



SELMA –KINGSBURG-FOWLER COUNTY SANITATION DISTRICT



<u>Job Title</u>	<u>DISTRICT ENGINEER</u>
FLSA Status:	Exempt, 100% FTE, At Will
Pay Range:	1100
Effective Date:	10-12-23
Revision History:	12-19-16, 07-01-04

SUMMARY:

Under general direction of the General Manager, oversees the day-to-day operations of the Engineering Department; manages the District's Capital Improvement Program, Collections System Master Plan, and various engineering and asset management projects and programs from evaluation through design and construction. The incumbent supervises the Engineering Technicians. Incumbent coordinates activities with other District officials, departments, outside agencies, organizations, and the public.

REPRESENTATIVE DUTIES:

An employee may be assigned the duties of the classification. These examples do not necessarily list all of the duties which may be assigned.

1. Manages day-to-day operation of the Engineering Department, including supervision of subordinate employees, distributing work assignments, coordinate engineering design work and inspection of construction, and development and management of the operating budgets.
2. Submit recommendations regarding hiring, merit salary changes, promotions, demotions, reclassifications and disciplinary actions resulting from inspections, observations, and reviews of the job performances of subordinate employees.
3. Schedules, evaluates, coaches, and trains employees on professional standards and safety and District policies and procedures.
4. Submit annual departmental budget recommendations and maintain control of approved department budget.
5. Submit recommendations regarding policy improvements concerning engineering-related matters.
6. Prepare engineering-based economic reports, cost estimates and cost/benefit analyses.
7. Provide engineering support services for collections systems and wastewater treatment activities, such as the following: review sewer plans for conformance to District

construction standards and District sewer master plan; prepare connections permits and fee calculations; locate existing and proposed District facilities on data bases; assess equipment and facilities performance and capacity; conduct inspections of constructions and repairs, including assessing safety precautions and enforcing District policies; administer construction contracts and contractor's activities and coordinate with District staff; prepare construction plans and drawings; assist maintenance and operations staff in assessing equipment and facilities performance for efficiency, effectiveness and capacity.

8. Operate computer hardware and software systems such as Auto CAD, modeling programs, and Microsoft Office Suite.
9. Review sewer improvement plans associated with development, review floor and plumbing plumbs, and approve sewer improvement plans for development.
10. As requested by the General Manager, makes presentations, prepare staff memos and agenda items for the Board of Directors, staff, and other stakeholder groups.
11. Seeks opportunities to obtain grant funding for District projects, monitors state and local agencies for issues that could affect capital projects, environmental compliance, and District planning.
12. Advise General Manager on status of technical issues related to assigned work.
13. Manages procurement contract administration to ensure District procedures for issuing and managing contracts are uniformly applied.
14. Prepares effective technical, statistical, written and narrative reports and correspondence; ensures proper maintenance of records. Provides QA/QC review of documents prepared for or by other departments.
15. Attend meetings regarding pre-development, planning, design and construction of facilities owned or operated by the District.
16. Develops, monitors, and manages the District's 10-Year Capital Improvement Program, including preparation of requests for proposals and recommends the selection of consultants.
17. Manages the design and construction of capital improvement projects and other District projects.

18. Oversees and implements processes for selecting consultants to assist the District in studies, design, and construction related services.
19. Serves as project manager and/or construction manager for technical studies and capital improvement projects from planning to completion of construction including preparation of cost estimates.
20. Analyzes and researches new technologies, products, equipment, codes, and regulations. Confers with vendors and consultants regarding systems and technologies, and recommends improvements to facilities, equipment, and operational procedures.
21. Participates in the District's asset management program and provides support services as requested.
22. Establishes positive working relationships with the General Manager, Board, General Counsel, District staff, member cities, representatives of community organizations, state/local agencies and associations.
23. Performs other related duties as required.

KNOWLEDGE/ABILITIES:

This section describes the qualities and abilities that a successful employee of this job title possesses.

Knowledge of:

- Principles and practices of civil, structural, mechanical, sanitary engineering relating to the preparation and evaluation of plans and specifications for public and/or private construction. .
- Construction methods, materials, and of approved standards of safety relating to assigned field.
- Local, state and federal regulations, codes and requirements pertinent to the area of assignment.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Skills and/or Abilities to:

- Plan, assign, supervise and evaluate the work of others.
- Execute difficult engineering computations, and prepare estimates, designs, plans and specifications. Compile data, maintain records and files, and participate in the preparation of clear and concise reports.
- Prepare clear and concise administrative and financial reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

- Ability to make presentations and communicate effectively with the general public.
- Research issues related to assigned areas of responsibility.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

QUALIFICATION GUIDELINES:

Any combination of education and experience that would likely provide the required knowledge, skills and abilities as listed below is qualifying.

EDUCATION:

- Bachelor's degree from a four-year accredited college with major coursework in Civil, Mechanical, Environmental, or Sanitary Engineering or closely related field.

EXPERIENCE:

- Minimum of five years of professional level engineering experience in a water, wastewater, or public works related setting, including two years of supervisory experience.
- Experience in public agency setting is desirable.

LICENSE and/or CERTIFICATE

- Possess and maintain a valid California Class C driver's license.
- Possess and maintain a valid registration as a Professional Engineer in the State of California. Failure to maintain this registration may result in loss of employment.

ADDITIONAL REQUIREMENTS:

- Must successfully complete a thorough background screening.

WORK ENVIRONMENT:

The characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in a standard office setting and use standard office equipment, including a computer, vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the phone. Requires grasping, repetitive hand movement, and fine coordination in preparing reports and data, using a computer keyboard or calculator, and to operate standard office equipment. Prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities.

Mobility to walk long distances, traverse uneven, hilly terrain, climb ladders, and stairs. Requires the agility to inspect temporary, unfinished, construction sites and access points, which may include entry into confining spaces. Requires the ability to operate a motor vehicle to visit various development and meeting sites. Wear appropriate personal protective equipment in the manner intended. Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force is required.

Physical tolerance to working outside and may be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, rough terrains, vibration, mechanical and or electrical hazards, and hazardous physical substances and fumes.

DISCLAIMER:

The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. They are not to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. All personnel may be required to perform duties outside of their normal responsibilities from time to time, as needed.

Approved: _____
Veronica Cazares
General Manager

Originated: 07-01-04
12-19-16
10-12-23

MEMORANDUM

(October 12, 2023, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Memo Prepared: October 5, 2023

Agenda Item: 6-B
Action: Motion

SUBJECT: Award of Contract on Request for Proposals: District Lift Station R/R North Street

RECOMMENDATION

That the Board approve an agreement with MKN and Associates in the amount of \$243,490 and authorize the General Manager to execute the agreement.

EXECUTIVE SUMMARY

District staff solicited Requests for Proposals: District Lift Station R/R North Street for design and engineering support services. The RFP's were submitted on July 13, 2023 and reviewed by District staff. Staff recommends accepting the scope of services from MKN and Associates at a not to exceed cost of \$243,490. The initial fee proposal from MKN and Associates was \$309,357. The scope and cost were reviewed and negotiated by General Manager Cazares.

This project is a priority of the Board of Directors. The project will expand the capacity of this site. The scope includes a technical memorandum to outline the features such as, layout, equipment, force main, and design criteria for North PS-D3, Manning PS-D2, and Merced PS-D1. The detailed engineering design, bidding assistance, and engineering support during construction will only be done for North St. PS-D3. This pump station receives wastewater flows from Fowler and Selma. The District plans to pre-purchase electrical and pump equipment.

This pump station was last refurbished more than 10 years ago. The District will be providing the day-to-day inspection and will procure a vendor for special inspections during construction period.

This project is identified in the fiscal year 2023-2024 budget and is a multiple year project.

References were called and the responses were positive.

RFP results as submitted:

MKN and Associates (Fresno CA)	\$309,357
Blackwater (Fresno CA)	\$605,956

Attachments: Agreement

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

This Consulting Services Agreement (“Agreement”) is made and entered into effective the 12th day of October, 2023 by and between the Selma-Kingsburg-Fowler County Sanitation District (hereinafter referred to as “DISTRICT”) and MKN And Associates (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 has issued request for proposals for the District Lift Station R/R North Street.

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

F. The DISTRICT has negotiated the scope and fee of \$243,490.

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, 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.

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

I. The DISTRICT desires to execute an agreement.

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, including all work incidental to, or necessary to perform such services even though not specifically described in Exhibit A. Kevin Norgaard shall be the key person providing the Scope of Services. In the event Kevin Norgaard 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.

2. Term of Agreement and Time for Performance. The term of this Agreement shall commence on October 12, 2023, and expire on October 12, 2025, or at the final completion of the project whichever is first.

3. Compensation.

(a) 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.

(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 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.

(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.

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

By: _____

General Manager

Title

Date: _____

Date: _____

Any Applicable Professional License:
Number: _____

Name: _____

Date of Issue: _____

EXHIBIT A—SCOPE OF SERVICES

SCOPE OF WORK

TASK 1

Project Management and Project

Coordination Meetings

Task 1.1 | Project Management

The MKN project manager will prepare monthly progress billings and reports summarizing the key activities performed, upcoming work, schedule updates, budget updates, and cost or schedule impacts. MKN will also develop and maintain an action-items/decisions made log throughout the duration of the project. The log will document action-items and decisions made throughout the project and track key information such as responsible party, due date, and task completion date.

MKN will prepare and maintain a project schedule using MS Project. Tasks and subtasks will be identified, specifying the order of execution, duration, and key relationships with other tasks. The monthly updates will include a revised schedule which reflects progress and constraint changes. A preliminary schedule is included in this proposal. During the 50% design phase, MKN will further develop the project schedule to incorporate bidding, construction, and construction closeout.

Task 1.2 | Meetings

The MKN project manager will coordinate, manage, schedule, and facilitate meetings throughout the project. MKN will arrange attendees including our subconsultants, prepare and distribute meeting agendas, record, and distribute meeting notes. In addition to day-to-day communication with the District, the anticipated project meetings include:

- Kickoff meeting to confirm project objectives, scope of work, approach, schedule, and coordination procedures
- Technical Memorandum review meeting
- 50%, 75%, 90% Project design review meetings
- PG&E meetings (one for each site)
- Prebid meeting
- Preconstruction meeting

The project will begin with an in person or virtual Kickoff Meeting to review the scope of work and document project objectives. In this meeting MKN will work with District staff to determine the District's preferences for incorporation with the design. These preferences include items such as equipment manufacturers, material, emergency volume, bypass pumping connections, vehicle parking, security, preferred controls, and other customer inputs. In this meeting we will set detailed schedule dates and request additional information.

Task 1.3 | Quality Management

MKN will track the District’s inputs throughout the project and check each deliverable to ensure we address each input. Additionally, a Principal level reviewer will review each project deliverable to provide MKN work products meeting the requirements of the executed scope of services and stipulated requirements of the District.

Task Group 1 Deliverables

- Meeting agendas and minutes
- Project schedules (hard copy and pdf file) at each design phase
- Monthly progress and budget reports
- Action-Items/decisions log

TASK 2

Technical Memorandum

Task 2.1 | Data Review/Utility Search

MKN will review the available sewer master plans, as-built drawings, force main alignments, existing utilities, and available alternative sites. MKN will conduct a field visit to evaluate the existing lift stations, North St. D-3, Manning D-2, and Merced D-1. Our investigations will include:

- General site - landscape, concrete, lighting, security and clearances
- Wastewater flows – current and future
- Wastewater Collection System – Bypass flow requirements, suction, and discharge points
- Structural – hatches, walls, roofs, wetwell concrete, and coatings
- Mechanical Equipment – pumps, exhaust systems, valves, force main, and piping
- Electrical – wiring, motor control center, wiring, and pull boxes.
- PG&E – Existing Facilities and PG&E requirements for new construction
- Controls – meters, level sensors, variable frequency drives, and pump controllers
- Geotechnical Evaluation – two borings of the North Street Pump Station site
- Site Survey – a full site survey will be conducted of the proposed North Street Pump Station

Task 2.2 | Design Criteria

MKN will work with the District to finalize the design criteria for the lift stations that were initiated in the project kickoff meeting. The design criteria will include:

- Wetwell retention
- Bypass capacity
- Emergency power requirement
- Redundancy
- Pumping capacity
- Odor control
- Security

- Controls and communications

The data review, design criteria and recommendations for each lift station site will be summarized into a draft Technical Memorandum (TM) for the District to review. Attached to the TM will be a site plan for each proposed lift station and an engineering estimate of probable cost. Prior to MKN preparing the Final Technical Memorandum the District will have a 3rd party Engineering firm review the Draft Technical Memorandum and provide comments for incorporation into the Final memorandum.

Task Group 2 Deliverables

- Draft Technical Memorandum
- Final Technical Memorandum

TA S K 3

North Street PS D3 Design

Development/Construction

Documentation Phase Task 3.1 | 50% PS&E

After District review and approval of the TM, MKN will complete 50% plans, an outline of the technical specifications, and an engineering estimate of probable construction costs.

MKN will provide an updated schedule for design, bidding, and construction of the project. A 50% design review meeting will then be held to review drawings, specification outline, opinion of probable construction cost, and updated project schedule.

Task 3.2 | 75% PS&E

After District review and approval of the 50% design, MKN will complete 75% plans, technical specifications, and update the construction cost estimate. MKN will provide an updated schedule for design, bidding, and construction of the project. A 75% design review meeting will then be held to review the design drawings, project manual, and construction cost estimate.

Task 3.3 | 90% PS&E

After District review and approval of the 75% design, MKN will complete 90% plans, technical specifications, and update the construction cost estimate. MKN will provide an updated schedule for design, bidding, and construction of the project. A 90% design review meeting will then be held to review the design drawings, project manual, and construction cost estimate.

Task 3.4 | Pre-Purchase

When the design has progressed to a point where further equipment changes will not be made, MKN and our partners will prepare the documents necessary to advertise the equipment for bidding. Bid packages will be prepared for: the pumps, Motor Control Center, Generator, and controls. These prepurchase packages will be distributed by the District to equipment suppliers

for bidding. We will also answer technical questions submitted during the bidding process and issue necessary addendums to the bid package. MKN will review the equipment submittals for the pre-purchased equipment.

Task Group 3 Deliverables

- Monthly schedule updates, and monthly detailed billing by personnel and task
- Meeting agenda and minutes
- 50%, 75%, 90%, and 100% design plans, specifications, and construction cost estimates (pdf and one hard copy)
- Pre-purchase bid packages (pdf and one hard copy)
- One set of drawings for signatures
- Action-Items/decisions made log

Task 3.5 | Final Bid Documents

After District review and approval of the 90% design, MKN will complete the Bid plans, technical specifications, and update the construction cost estimate. MKN will provide an updated schedule for, bidding, and construction of the project.

We anticipate the following sheets will be required for the North Street lift station (24 sheets lift station):

General (2 sheets)

- Title Sheet
- Legend, Abbreviations, Survey Control and Notes

Civil (10 sheets)

- Demolition Plan
- Demolition Details
- Site Plan
- Section Views
- Civil Details - 5 sheets
- Force Main Plan and Profile

Electrical (8 sheets)

Instrumentation (4 sheets)

TASK 4

Bidding Support

Prior to advertisement of the project for bidding, MKN will support the District with general contractor outreach efforts. During bidding, MKN will respond to questions from prospective bidders and will prepare addenda. Addenda will clearly identify additions, deletions, or modifications by specification section or drawing number to facilitate bidder understanding.

MKN will attend the Prebid meeting, job walk, the bid opening, review the bids for general conformance with the contract documents, and assist the District in evaluation of the bid proposals to identify the apparent low bidder. The District will advertise the project. MKN will distribute the bid documents thru the Fresno office and maintain a plan holder list.

Task Group 4 Deliverables

- Addenda issued during the bidding phase.
- Prebid meeting agenda and minutes
- Conformed Contract Drawings and Specifications

TASK 5

Construction Support Services

Task 5.1 | Meetings

The MKN design engineer will attend the preconstruction meeting and provide an overview of the project components. The design engineer will also make visits to the construction site to determine, in general, if the work is proceeding in accordance with the construction contract documents. MKN will provide field observation notes to the District accordingly and answer any design related questions. MKN will attend field meetings as necessary to resolve construction matters.

Task 5.2 | Shop Drawings and Submittals

MKN will review shop drawings, submittals, and material test reports from the contractor in accordance with the construction contract documents (Up to 15 shop drawings/submittals). MKN will log the shop drawings/submittals and track them for compliance with District stipulated review periods. MKN will coordinate with Contractor to prioritize review of critical path items.

Task 5.3 | Requests for Information, Change Orders and Proposals

MKN will review and respond to Requests for Information (RFI) from the contractor (up to 10 RFIs) and change order requests. MKN will prepare, issue and review Requests for Proposals (RFP) as required to complete the project scope (up to 5 RFP's).

Task 5.4 | Field Meetings

MKN engineers will attend field meetings with the construction manager, project manager, and contractor to help resolve any questions, conflicts or unforeseen conditions during construction.

Task 5.6 | Review Progress Payment

MKN will review and make recommendations to either process or request modifications to each progress payment request submitted by the Contractor.

Task 5.7 | Startup and Performance Testing

MKN will coordinate and attend the lift station equipment testing and the system wide performance testing.

Task 5.9 | Record Drawings

MKN will prepare record drawings based on the Contractor's redlined as-builts. MKN will incorporate the design changes issued via addenda or change orders into the record drawings.

Task Group 5 Deliverables

Design Engineer progress reports following each site visit

Construction Observation Reports

- Request For Information responses
- Requests for Proposals and review of submitted proposals
- Post rehabilitation review
- Record drawings in AutoCAD .dwg and electronic .pdf format and one half- and full-size (11"x17" and 22"x34") hard copies
- Project Assumptions
- The design development/construction documentation phase pertains only to the North Street D3 pump station.
- The District will supply the front-end contract documents for MKN to complete.
- The District will pay for all permits.
- MKN shall be entitled to rely on the accuracy of data and information provided by or through the District and will use professional judgment in reviewing and evaluating such information. MKN will notify the District if MKN identifies any error or inaccuracy in data or information provided by or through the District or determines that additional data or information is needed to perform the services.
- Construction staking will be the responsibility of the Contractor.
- The construction contractor is solely responsible for maintaining on site safety during all phases of the work items.
- The construction is assumed to last 9 months with our construction manager on site 3 days a week for 4 hours each day.

EXHIBIT B—PAY SCHEDULE
(Attached)

Selma-Kingsburg-Fowler County Sanitation District

Lift Station R/R D3 North Street



	Principal Engineer	Senior Project Engineer II	Senior Planner	Assistant Engineer II	Senior Designer	Administrative Assistant	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	Electrical/Controls (EPS Engineering)	Survey (O'Dell)	Non-Labor Costs	Total Fee
Hourly Rates	230	200	190	145	155	100							
Task Group 1: Project Management													
Task 1 Project Management	22	32		20		14	88	\$15,760	\$ 473	\$ -	\$ -	\$473	\$ 16,233
Subtotal	22	32	0	20	0	14	88	\$ 15,760	\$ 473	\$ -	\$ -	\$ 473	\$ 16,233
Task Group 2: Technical Memorandum													
Task 2.1 Data Review/Utility Search		16	16	44			76	\$12,620	\$ 479	\$ 7,022	\$ 6,600	\$14,101	\$ 26,721
Task 2.2 Design Criteria		8		8			16	\$2,760	\$ 83	\$ -	\$ -	\$83	\$ 2,843
Task 2.3-2.4 Recommendations and TM		45	32	90		8	175	\$28,930	\$ 868	\$ -	\$ -	\$868	\$ 29,798
Subtotal	0	69	48	142	0	8	267	\$ 44,310	\$ 1,429	\$ 7,022	\$ 6,600	\$ 15,052	\$ 59,362
Task Group 3: North Street PS D3 Design													
Task 3.1 50% PS&E	5	34		48	40	10	137	\$22,110	\$ 663	\$ 14,432	\$ -	\$15,095	\$ 37,205
Task 3.2 75% PS&E	4	24		28	32	2	90	\$14,940	\$ 448	\$ 9,702	\$ -	\$10,150	\$ 25,090
Task 3.3 90% PS&E	4	16		28	24	2	74	\$12,100	\$ 363	\$ 2,486	\$ -	\$2,849	\$ 14,949
Task 3.4 Pre-Purchase	4	16		40	24	6	90	\$14,240	\$ 427	\$ 2,244	\$ -	\$2,671	\$ 16,911
Task 3.5 Final Bid Documents	4	16		30	24	2	76	\$12,390	\$ 372	\$ -	\$ -	\$372	\$ 12,762
Subtotal	21	106	0	174	144	22	467	\$ 75,780	\$ 2,273	\$ 28,864	\$ -	\$ 31,137	\$ 106,917
Task Group 4: North Street PS D3 Bidding													
Task 4.1 Bidding Support		8		12		1	16	\$3,440	\$ 161	\$ -	\$ -	\$161	\$ 3,601
Subtotal	0	8	0	12	0	1	16	\$ 3,440	\$ 161	\$ -	\$ -	\$ 161	\$ 3,601
Task Group 5: Construction Support Services													
Task 5.1-5.4 Engineering Services During Construction	6	20		80		8	114	\$17,780	\$ 533	\$ 4,400	\$ -	\$4,933	\$ 22,713
5.5-5.8 NOT USED							0	\$0	\$ 0	\$ -	\$ -	\$0	\$ 0
Task 5.9 Record Drawings		2		4	16		22	\$3,460	\$ 104	\$ 1,100	\$ -	\$1,204	\$ 4,664
Task 5.10 Owner Directed Work		80		90			170	\$29,050	\$ 950	\$ -	\$ -	\$950	\$ 30,000
Subtotal	6	102	0	174	16	8	306	\$ 50,290	\$ 1,587	\$ 5,500	\$ -	\$ 7,087	\$ 57,377
TOTAL BUDGET	49	317	48	522	160	53	1144	\$189,580	\$ 5,923	\$ 41,386	\$ 6,600	\$ 53,910	\$ 243,490

*Assumes (2) 20-foot borings at the North Street PS site for geotechnical analysis.
Assumes a full site survey only of the North Street PS site



2023 FEE SCHEDULE FOR
PROFESSIONAL SERVICES

ENGINEERS AND TECHNICAL SUPPORT STAFF

Engineering Technician	\$90/HR
Administrative Assistant	\$100/HR
CAD Technician I	\$118/HR
CAD Design Technician II	\$140/HR
Senior Designer	\$155/HR
Assistant Engineer I	\$125/HR
Assistant Engineer II	\$145/HR
GIS Specialist	\$150/HR
Planner	\$170/HR
Senior Planner	\$190/HR
Project Engineer I/ Senior Scientist	\$170/HR
Project Engineer II	\$180/HR
Senior Project Engineer I	\$195/HR
Senior Project Engineer II	\$200/HR
Project Manager	\$205/HR
Principal Engineer	\$230/HR
Project Director	\$255/HR

CONSTRUCTION MANAGEMENT SERVICES

Construction Inspector	\$173/HR
Assistant Resident Engineer	\$178/HR
Resident Engineer	\$196/HR
Construction Manager	\$214/HR
Principal Construction Manager	\$252/HR

Routine office expenses such as computer usage, software licenses and fees, telephone charges, office equipment and supplies, incidental postage, copying, and faxes are included as a 3% fee on labor cost.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.625/mi.

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.

MEMORANDUM

(October 12, 2023, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Memo Prepared: October 5, 2023

Agenda Item: 6-C
Action: Motion

SUBJECT: CCTV Inspection and Review For Fiscal Year 23-24

RECOMMENDATION

That the Board approve an agreement with MKN and Associates in the amount of \$165,000 authorize the General Manager to execute the agreement.

EXECUTIVE SUMMARY

Staff proposes to enter into an agreement for the CCTV and Inspection Review for fiscal year 2023-2024. MKN and Associates has previously completed two years of CCTV and Inspection Review for the District. The agreement has expired. Staff recommends that MKN and Associates continue the televising and review of the sewer mains for this fiscal year. The District and MKN and Associates have negotiated the scope of services and fees. The CCTV and Inspection Review is a compliment effort to the risk analysis conducted; and documented in the 2016 Sewer System Master Plan; and meets compliance efforts in the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

Staff and MKN and Associates have negotiated the scope and fee of \$165,000 for fiscal year 2023-2024.

The District is under the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems. In summary the purpose of the order is to reduce the number of sanitary sewer overflows from the collection system and implementation of a Sewer System Management Plan by the District. The Sewer System Management Plan contains 10 sections. The Sewer System Management Plan includes provisions for the proper management, operation, and maintenance of the collections system.

The CCTV Inspection and Review program complies with the General Waste Discharge Order for Collection System (WDR). The Operation and Maintenance Program in the WDR has requirements for regular visual and TV inspections of manholes and sewer mains. The CCTV and Inspection Review is programmed in the 10-year capital improvement plan.

Attachments: Agreement

Memo 2023-33

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

This Consulting Services Agreement (“Agreement”) is made and entered into effective the 12th day of October 2023, by and between the Selma-Kingsburg-Fowler County Sanitation District (hereinafter referred to as “DISTRICT”) and MKN And Associates (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 CCTV Review and Inspection agreement between the District and MKN and Associates has expired and the District desires to engage MKN and Associates to perform same services for fiscal year 2023-2024.

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

F. The DISTRICT has negotiated the scope and fee of \$165,000 for fiscal year 2023-2024.

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, 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.

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

I. The DISTRICT desires to execute a one-year agreement.

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, including all work incidental to, or necessary to perform such services even though not specifically described in Exhibit A. Kevin Norgaard shall be the key person providing the Scope of Services. In the event Kevin Norgaard 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.

2. Term of Agreement and Time for Performance. The term of this Agreement shall commence on October 12, 2023, and expire on June 30, 2024.

3. Compensation.

(a) 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.

(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 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.

(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.

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

By: _____

General Manager

Title

Date: _____

Date: _____

Any Applicable Professional License:
Number: _____

Name: _____

Date of Issue: _____

EXHIBIT A—SCOPE OF SERVICES

Scope of Work

The MKN team has developed the following scope of service for each fiscal year of cleaning and inspection services. Note the pipe alignments to be inspected will be identified by the district to not to exceed the traffic control, cleaning and inspection budgeted amounts. The project duration will be 6 months for each fiscal year.

PART 1 OF SERVICES: CCTV INSPECTION AND REVIEW

T A S K G R O U P 1

Project Management and Administration

Task 1.1 | Project Management and Project Coordination Meetings

1.1.1 Meetings

The MKN project manager will coordinate, manage, schedule, and facilitate meetings throughout the project. MKN will arrange attendees including the MKN subconsultants, prepare and distribute meeting agendas prior to the scheduled meeting and will record and distribute meeting notes to all attendees. In addition to day-to-day communication with the District, the four meetings below are anticipated:

- Kickoff Meeting
- Draft Report Review Meeting
- Project Closeout Meeting

The project will begin with a virtual Kickoff Meeting using the MS Teams software to review the scope of work and discuss project objectives. Sewer maps, GIS, and all other information will be reviewed so the field crews and Project Manager get a complete picture of the project and surrounding area. A cleaning and inspection plan will be developed for review during the kickoff meeting, which includes the equipment, schedule of inspections and coding, cleaning schedule, deliverables, project team, daily reporting requirements, QA/QC plan, and public notifications.

1.1.1 Task Deliverables:

- Meeting Agendas
- Meeting Minutes

1.1.2 Monthly Progress Reports and Action-Items/Decisions Log

MKN will prepare monthly progress reports summarizing the key activities performed, upcoming work, schedule updates, and possible cost and schedule impacts (if any). MKN will also develop and maintain an action-items/ decisions made log throughout the duration of the project. The log will document action-items and decisions made throughout the project and track key information such as responsible party, due date, task completion date, etc. The log will accompany the monthly progress reports and will be updated and maintained on a regular basis throughout the entire project.

1.1.2 Task Deliverables:

- Monthly report
- Decision log

1.1.3 Develop and Maintain Schedule

MKN will prepare and maintain a project schedule using MS Project. Tasks and subtasks will be identified including order of execution, duration, and key relationships to other tasks. As part of the monthly updates the schedule will be revised to reflect actual progress and constraint changes. The project schedule will detail the cleaning, inspections, report due dates and meetings. The schedule will break the field activities down into small segments to allow adequate notification of the individual City populations that will be impacted by inspection work. The schedule will be updated and distributed throughout the project as changes occur. During the field activities a two-week look ahead schedule will be prepared weekly along with maps identifying the segments to be inspected.

1.1.3 Task Deliverables:

- Project schedule updated throughout project

Task 1.2| Cleaning and Inspection

MKN's subconsultant, National Plant Services (NPS), will complete the cleaning, CCTV inspections and grading of the sewers. The cleaning in the City of Fowler system will be completed first and continue to Selma then Kingsburg. Cleaning and inspection will be conducted toward the WWTP. MKN's subconsultant, Safety Network, Inc. (Safety Network), will provide the traffic control in congested roadways and intersections to gain access to the sewers for cleaning and inspection. MKN will coordinate NPS and Safety Network and we will secure the necessary encroachment permits with each City prior to performing the work. Our scope of work includes cleaning and inspection of sewer lines and manholes to be identified by the district per the available budget. The cleaning and inspection work is anticipated to take place over 36 working day/nights.

1.2.1 Public Outreach

MKN will prepare public notices and a single page information sheet about the project and the impacts to be printed and distributed by the District and/or Cities to their customers. It does not appear any access structures are located out of the public ROW. If any access structures are found to be out of the ROW, MKN staff will visit the property to notify the owner of the project timing and scope of work to be performed. As part of this scope MKN staff will visit up to 5 properties in person to discuss the project access requirements. A copy of the information sheet will be left at the business or residence as a door hanger if no answer is received. The District and Cities will be notified of any residences or businesses that we cannot contact.

1.2.1 Task Deliverables:

- Public notices
- Information Sheet (Electronic for Reproduction by District)

1.2.2 Traffic Control

Safety Network will utilize various daily traffic control setups for the duration of this project. Lane closures, shoulder closures, flagging setups, etc. will be used depending on road conditions, contractor needs, public access, overseeing agency, etc. Prior to the work beginning each day the traffic control equipment will be set up. Following each days work the traffic control equipment will be removed to allow traffic to return to normal. The duration of the field work is anticipated to require

36 days, and our scope of work assumes Safety Network will prepare traffic control plans and setup traffic control locations at locations as required to clean and inspect those sewer alignment identified by the district annually and per the available budget this activity. Prior to the work taking place, MKN will obtain encroachment permits from each of the Cities for the work.

1.2.3 Cleaning Operations

Cleaning and inspection operations procedures will be completed by flow area/map page. Cleaning will start at the highest sections of pipe with the cleaning nozzle traveling from the lower manhole to the upper manhole. All debris will be removed from the downstream manhole.

It is assumed that all sewer lines will be cleaned and inspected while in service, and with no bypass. Night time inspections may be required, if allowed by the District, to inspect during reduced flow conditions. If a bypass is required due to high flows, or submerged pipe, MKN will discuss bypassing flows as an additional service with the District.

The alignments and requirements for sewer cleaning will be discussed fully with the District at the kickoff meeting. Cleaning will be completed in advance of CCTV work. Any debris removed from the sewer pipes will be disposed of at the District facility.

1.2.3 Task Deliverables:

- Weekly Cleaning Logs

1.2.4 CCTV Inspection of Sewers

CCTV crews will follow immediately behind the cleaning crews to perform inspection and PACP coding of the sewer lines, inspecting from Upstream to Downstream access points. Location of equipment will be planned to maximize the length of CCTV from one location without the need for remobilization. Where possible, equipment set up will avoid major intersections.

If the sewer line is still found to have debris or roots, the lines will be cleaned with additional passes with the jet/ vac, as needed, then reinspected and PACP coded.

The inspections will follow all NASSCO CCTV Inspection guidelines and will not proceed faster than 30 feet per minute. Operators will stop at all defects and code using PACP coding system. If an obstruction is encountered that prevents passage of the CCTV camera, the operators will relocate to the downstream manhole and provide a reverse inspection. If the NPS crew finds a significant defect or failure, the District will be immediately notified.

The inspection format and labeling will be discussed at the kickoff meeting, and NPS will deliver the first day of inspection data to the District for approval on the format and quality of the inspections. Once NPS obtains the District's agreement with the format and quality, NPS will perform all remaining inspections to the same standard.

Any pipeline attributes (diameter, material, length) that differ from the pipe maps/GIS will be noted, and MKN will provide a discrepancy report at the conclusion of the project for the District to update its GIS mapping.

1.2.4 Task Deliverables:

- Granite XP digital PACP coded sewer inspection files

1.2.5 Sanitary Sewer Manhole Inspections

NPS will perform a Level 1 inspection. The level 1 inspection provides basic condition assessment information to evaluate the general condition of each manhole. Along with the assessment the rim to invert distance will be noted and documenting photographs taken. Defects will be recorded on a MACP-compliant inspection form using NASSCO Manhole Level 1 inspection procedures. NPS's crews will also take measurements of pipe sizes, flow lines elevations.

1.2.5 Task Deliverables:

- Electronic MACP Inspection Forms with and Photographs

1.2.6 Final Inspection Report Submittal

The CCTV PACP inspection results will be transferred weekly to the NPS secure web-based file transfer system and NPS will perform a QA/QC review of the data and compile the inspection results into the final summary report.

An inspection summary log spreadsheet will be maintained and updated weekly and will list all assets by pipe ID and manhole number, the date inspected, the actual footage inspected, the actual pipe diameter, and the PACP codes. This spreadsheet will be shared with the District weekly along with the updated MS Project schedule. The report will be sorted by City and PACP rating then submitted to the District for review. Any District comments will be incorporated and then the final report presented at a final review meeting.

1.2.6 Task Deliverables:

- Inspection summary log spreadsheet updated weekly
- Draft Inspection Report
- Final Inspection Report

Task 1.3 | Capital Improvement Project Report

The purpose of this report will be to summarize all the inspection activities, segments and manholes requiring replacement or rehabilitation, recommend repair methods, and preliminary budgetary cost estimates. Pipe sections in need of rehabilitation will be reviewed to determine the most appropriate repair methods. MKN will use a prioritization scoring method, approved by SKF, to rank each project. In addition to the NASSCO ratings, the scoring criteria will include elements such as traffic impacts, environmental impacts, maintenance impacts (e.g. proximity to the river or sensitive areas), age of pipe, will be created for each municipality showing high, medium and low risk segments/structures. MKN will group objects into suggested construction packages.

In order to allow the District to keep consistency for future identified projects the report will include details on the methods for ranking, repair methods, cost estimate background data.

1.3 Task Deliverables:

- Capital Improvement Project Report

Task 1.4 | Capital Improvement Program

MKN will work with the District to review all of the projects identified as part of Task 1.3 and add each project to the Capital Improvement Program (CIP) budgeting tool. MKN will work with the District to develop a dynamic excel spreadsheet for use in managing the CIP for the identified projects. This task uses the prioritized list, estimated construction costs, and District budgets to develop a sustainable multi-year CIP that will dovetail into the District and Cities' budgeting allowances.

1.4 Task Deliverables:

- Dynamic CIP spreadsheet

EXHIBIT B—PAY SCHEDULE
(Attached)



**2023 FEE SCHEDULE FOR
PROFESSIONAL SERVICES**

ENGINEERS AND TECHNICAL SUPPORT STAFF

Engineering Technician	\$90/HR
Administrative Assistant	\$100/HR
CAD Technician I	\$118/HR
CAD Design Technician II	\$140/HR
Senior Designer	\$155/HR
Assistant Engineer I	\$125/HR
Assistant Engineer II	\$145/HR
GIS Specialist	\$150/HR
Planner	\$170/HR
Senior Planner	\$190/HR
Project Engineer I/ Senior Scientist	\$170/HR
Project Engineer II	\$180/HR
Senior Project Engineer I	\$195/HR
Senior Project Engineer II	\$200/HR
Project Manager	\$205/HR
Principal Engineer	\$230/HR
Project Director	\$255/HR

CONSTRUCTION MANAGEMENT SERVICES

Construction Inspector	\$173/HR
Assistant Resident Engineer	\$178/HR
Resident Engineer	\$196/HR
Construction Manager	\$214/HR
Principal Construction Manager	\$252/HR

Routine office expenses such as computer usage, software licenses and fees, telephone charges, office equipment and supplies, incidental postage, copying, and faxes are included as a 3% fee on labor cost.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.625/mi.

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.