

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

**REGULAR MEETING OF BOARD OF DIRECTORS**

**DECEMBER 19, 2023**

**3:00 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 November 9, 2023, Regular Board Meeting (*p. 1*)
- B. Warrant List Reports of November 8, 2023, November 22, 2023 (*p. 5*)
- C. Cash Activity Report of, November 30, 2023 (*p. 7*)

- D. The Board will consider adopting Resolution No. 2023-16, A Resolution Adopting the Amended Section 125 Premium Only Plan for Calendar Year 2024. *(p.9)*
- E. That the Board approve Agreement for Sewer Service Outside District Boundaries with Juan C. Lopez Luna and Gabriela Lopez-Romero for APN 393-190-08 located at 11078 E Clarkson, Kingsburg subject to LAFCO's written approval and authorize the General Manager to execute the Agreement. *(p.12)*

## **5. CLOSED SESSION**

- A. Conference with Legal Counsel – Anticipated Litigation pursuant to Government Code Section 54956.9(d)(2)  
SW Construction Inc. v. Selma-Kingsburg-Fowler County Sanitation District.

## **6. NEW BUSINESS**

- A. Subject: Award of Design Services on Sewer Improvements Between McCall/Wright & Stillman/Tulare/Merced *(p.19)*

Recommendation: That the Board approve an agreement with MKN and Associates for design services in the amount of \$33,500, approve a contingency in the amount of \$15,000, and authorize the General Manager to execute the agreement.

## **7. BOARD MEMBER COMMUNICATION/AGENDA ITEMS**

## **8. GENERAL MANAGER REPORTS**

- A. Potential Meeting with City of Selma

## **9. ADJOURNMENT**

Motion to Adjourn

Next Regular Meeting: Thursday, January 11, 2024, at 4:00 p.m.

Next Ordinance: 2023-01

Next Resolution: 2023-17

**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](http://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](mailto: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**

**NOVEMBER 9, 2023**

**CALL TO ORDER AND ROLL CALL**

The Board Meeting of the Selma-Kingsburg-Fowler County Sanitation District was called to order at 4:01 p.m. by Chairman Mendes

**DIRECTORS**

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

**STAFF AND CONSULTANTS**

Veronica Cazares, General Manager/Secretary  
Alicia Kirk, Executive Assistant to the G.M.  
Tricia Miller, Administrative Services/HR Manager  
Craig Perry, Chief Plant Operator  
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 November 9, 2023, was made by Director Robertson and seconded by Director Palomar and approved by a unanimous voice vote:

AYE: Director Palomar, Vice Chair Robertson, Chairman Mendes

NO:

ABSENT: Directors Magsig, Mejia

ABSTAIN:

**PUBLIC FORUM**

None

**CONSENT CALENDAR**

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

- A. Minutes of October 12, 2023, Regular Board Meeting *(p.1)*
- B. Draft PAC Minutes of October 11, 2023 *(p.7)*
- C. Warrant List Reports of October 11, 2023, October 25, 2023, October 31, 2023 *(p.11)*

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 Palomar, Vice Chair Roberston, Chairman Mendes

NO:

ABSENT: Directors Magsig, Mejia

ABSTAIN:

### **NEW BUSINESS**

A. Subject: Engie Year Four Update Report (p.16)

Recommendation: Receive the Report, discuss, and provide direction, if any, to Staff.

Nichole Przybyla from Engie gave the year 4 guarantee report to the Board.

B. Subject: Request from City of Selma To Have District General Manager Provide an Update to the City Council on Various District Matters (p.17)

Recommendation: That the Board of Directors discuss the City of Selma's request and provide direction.

General Manager Cazares received a request from the City of Selma to give an update to the City Council on the following items: Collection System Master Plan, CCTV Inspection and Review, recruitment for District Engineer, grants. These items have been agenda items at both District Board and PAC meetings. GM Cazares suggested to the Board that an Ad Hoc Committee be formed with the following people: Chairman Mendes, Vice-Chair Robertson, General Counsel for SKF Hilda Montoy, and GM Cazares to go over the items requested by the City Council Members of Selma. Vice Chair Roberston thanked GM Cazares for her willingness to reach out to the Council members and be responsive to their requests and mentioned that they (Council members are very appreciative for that). Vice Chair Roberston views the Ad Hoc committee as a great idea, and he would love to serve on it. He was asked to bring the following items from his City Council to the SKF Board meeting: 1) Why is SKF not responsive to City of Selma Staff. 2) A request has been made for CCTV, and modeling data. 3) To vote in favor of GM Cazares to attend a future Selma City Council meeting. Vice Chair Robertson stated that we (SKF and Selma) are partners, and we work toward the common goal of serving our cities. Vice Chair Robertson will report back to the Council, that the Ad Hoc Committee will meet and will update accordingly. Alicia will reach out to the Ad Hoc Committee members to set a meeting date in the upcoming weeks.

There being no comment from the public, the item will move forward.

C. Subject: Consider Approval of Resolution Adopting Salary Schedule for All Employees (p.18)

Recommendation: That the Board approve A Resolution of the Selma-Kingsburg-Fowler County Sanitation District Board of Directors Adopting Salary Schedule for All Employees

Admin Services/HR Manager Tricia Miller let the Board know that annually the salaries are approved in the Budget, and the most recent was adopted in May of 2023. Last month at the Board meeting a proposed draft reorganization of job titles was presented. Staff is requesting the Board adopt a formal salary schedule by resolution as required by Government Code Section 36506. It was asked if this would help attract a filling for the position of District Engineer, and Ms. Miller stated that we [SKF] are competitive with regards to salary and will further assist in the recruiting process.

There being no comment from the public, a motion to approve Resolution 2023-15, A Resolution of the Selma-Kingsburg-Fowler County Sanitation District Board of Directors Adopting a Salary Schedule for all Employees was made by Director Roberston, and seconded by Director Palomar and approved by a unanimous voice vote:

AYE: Director Palomar, Vice Chair Roberston, Chairman Mendes

NO:

ABSENT: Directors Magsig, Mejia

ABSTAIN:

### **UNFINISHED BUSINESS**

- A. Subject: Approval of Proposed Reorganization and Job Descriptions for Plant Operations Manager, Assistant Plant Operations Supervisor, Collections Supervisor, Assistant Collections Supervisor and Laboratory Supervisor (*p.22*)

Recommendation: That the Board of Directors approve the Proposed Reorganization and Job Descriptions for Plant Operations Manager, Assistant Plant Operations Supervisor, Collections Supervisor, Assistant Collections Supervisor and Laboratory Supervisor.

This recommended reorganization will:

Allow more successful recruiting, align related functions within plant maintenance and plant operations, and provide greater plant maintenance efficiency by simplifying workflow and operational flexibility.

There being no comment from the public, a motion to approve the Reorganization and Job Descriptions for Plant Operations Manager, Assistant Plant Operations Supervisor, Collections Supervisor, Assistant Collections Supervisor and Laboratory Supervisor was made by Director Roberston and seconded by Director Palomar and approved by a unanimous voice vote:

AYE: Director Palomar, Vice Chair Robertson, Chairman Mendes

NO:

ABSENT: Directors Magsig, Mejia  
ABSTAIN:

**BOARD MEMBER COMMUNICATION/AGENDA ITEMS**

Vice Chair Roberston thanked Engineer David Horn for attending the Board meeting.

Director Palomar announced Kingsburg would be hosting a free breakfast for all Veterans at the Senior Center on Saturday, November 11.

**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.

This item is informational.

- B. PAC Meeting held on 10-11-2023.

This item is informational.

**ADJOURNMENT**

There being no further business to come before the Board, Chairman Mendes declared the meeting adjourned on a motion made by Vice Chair Robertson and seconded by Director Palomar at 4:40 p.m.

Respectfully submitted,

Approved,

\_\_\_\_\_  
Veronica Cazares, General Manager

\_\_\_\_\_  
Buddy Mendes, Chairman  
of the Board

**SELMA - KINGSBURG - FOWLER  
COUNTY SANITATION DISTRICT  
NOVEMBER 8, 2023  
WARRANT LIST**

ALLIED ELECTRIC MOTOR INC.	EQUIPMENT MAINTENANCE	2,084.09
ALVARO VILLA	SAFETY SHOES REIMBURSEMENT	225.00
AMAZON CAPITAL SERVICES	SAFETY AWARDS, INFORMATION SYSTEMS	1,634.57
AMERICAN EXPRESS	PRINTING-ADVERTISING,EMPLOYEE RECOGNITION,OUTREACH,POSTAGE,INFORM ATION SYSTEMS,OFFICE SUPPLIES,TRAVEL & TRAINING	6,058.12
APPLIED INDUSTRIAL TECH CA-LLC	EQUIPMENT MAINTENANCE	1,108.30
ARAMARK	UNIFORMS,MATS,MOPS,TOWELS	1,520.03
ARNOLD, STEPHEN	RETIREE HEALTH REIMBURSEMENT	148.68
ASI	INFORMATION SYSTEMS	375.00
BSK ASSOCIATES	EXTERNAL LAB SERVICES	868.00
CALIFORNIA CAD SOLUTIONS INC	PROF. SERVICES - ENGR & TECH	9,007.50
CALIFORNIA WATER SERVICE	WATER UTILITIES	12.05
CALPERS	RETIREMENT	40,822.50
CALPERS HEALTH	HEALTH INSURANCE	35,977.54
CASA	MEMBERSHIPS	14,730.00
CDW GOVERNMENT, INC.	INFORMATION SYSTEMS	3,653.04
CINTAS CORPORATION NO.2	SAFETY SUPPLIES	82.05
CSRMA	GENERAL INSURANCE	1,463.92
CWEA	MEMBERSHIPS	442.00
DATA FLOW SYSTEMS INC.	EQUIPMENT MAINTENANCE	3,857.00
DAVID MICHEL	RETIREE HEALTH REIMBURSEMENT	148.68
DKF SOLUTIONS GROUP, LLC	PROF. SERVICES - MED & SAFETY	350.00
EPIC INTERNATIONAL, INC.	EQUIPMENT MAINTENANCE	2,399.76
FEDERAL EXPRESS	OVERNIGHT SHIPPING	54.23
GARY HELM	RETIREE HEALTH REIMBURSEMENT	148.68
HD SUPPLY INC	EQUIPMENT MAINTENANCE	2,255.32
HOME DEPOT CREDIT SERVICES	MAINT. BLDG & GROUNDS MAINTENANCE, SAFETY AWARDS, SAFETY SUPPLY, OFFICE SUPPLIES	737.36
JAIME RUIZ	RETIREE HEALTH REIMBURSEMENT	148.68
JAMES HORNE	RETIREE HEALTH REIMBURSEMENT	148.68
JIM OLINGER	RETIREE HEALTH REIMBURSEMENT	148.68
JIMMY GARCIA	RETIREE HEALTH REIMBURSEMENT	416.87
JOE SAUBERT INC.	EQUIPMENT MAINTENANCE	3,274.94
K&K VENDING	SODA VENDING MACHINE	4,003.53
KINGSBURG CHAMBER OF COMMERCE	MEMBERSHIPS	500.00
LUCERO, JULIAN	RETIREE HEALTH REIMBURSEMENT	148.68
MONTOY LAW CORPORATION	PROF. SERVICES - LEGAL	1,974.00
MOORE TWINING ASSOC. INC.	EXTERNAL LAB SERVICES	311.00
NAPA AUTO PARTS	EQUIPMENT MAINTENANCE, LUBRICANTS	767.75
NELSON'S ACE HARDWARE	MAINT. BLDG & GROUNDS MAINTENANCE, SMALL TOOLS, EQUIPMENT MAINTENANCE	271.63
NEW ENGLAND SHEET METAL & MECHANICAL CO.	EQUIPMENT MAINTENANCE	1,859.79
ORTIZ, GABINO	CERTIFICATION FEE REIMBURSEMENT	108.00
PAPE KENWORTH	EQUIPMENT MAINTENANCE	1,580.23
PG&E	ELECTRIC UTILITIES	68,160.14
ROBERT CURRIE	RETIREE HEALTH REIMBURSEMENT	148.68
SALLY RODRIGUEZ	RETIREE HEALTH REIMBURSEMENT	148.68
SARA J. STAUNTON	RETIREE HEALTH REIMBURSEMENT	148.68
SCOUT SPECIALTIES INC.	EQUIPMENT MAINTENANCE	128.27
SHAPE INC	EQUIPMENT MAINTENANCE	66,259.62
SILVAS OIL CO. INC.	FUEL	2,466.78
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES, INFO SYSTEMS	1,038.51
STEVE JENSEN	RETIREE HEALTH REIMBURSEMENT	132.25
T-MOBILE USA INC.	COMMUNICATIONS	1,497.51
TELSTAR INSTRUMENTS, INC.	EQUIPMENT MAINTENANCE	10,660.14
TOSHIBA FINANCIAL SERVICES	COPIER LEASES	740.03
TOTAL FILTRATION SERVICES, INC	EQUIPMENT MAINTONANCE	622.01
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	2,615.85
UNWIRED BROADBAND, INC.	COMMUNICATIONS	749.99
VERIZON WIRELESS	COMMUNICATIONS	382.47

**MAS 200 Total Checks**

**\$301,725.49**



SELMA - KINGSBURG - FOWLER  
COUNTY SANITATION DISTRICT  
NOVEMBER 22, 2023  
WARRANT LIST

ALERT O LITE, INC.	EQUIPMENT MAINTENANCE	459.49
ALICIA KIRK	TRAVEL & TRAINING REIMBURSEMENT	204.63
AMAZON CAPITAL SERVICES	SAFETY AWARDS	1,478.84
ARAMARK	UNIFORMS, MATS, MOPS, TOWELS	1,525.57
AT&T MOBILITY	COMMUNICATIONS	151.35
AT&T/CALNET 3	COMMUNICATIONS	113.72
BOOT BARN HOLDINGS INC.	SAFETY SUPPLIES & EQUIPMENT	214.77
BSK ASSOCIATES	EXTERNAL LAB SERVICES	3,348.00
CALIFORNIA RURAL WATER ASSO	MEMBERSHIPS	1,507.00
CALIFORNIA WATER SERVICE	WATER UTILITIES	35.81
CALPERS HEALTH	HEALTH INSURANCE	35,822.59
CENTRAL VALLEY CULLIGAN, INC.	DRINKING WATER, LAB SUPPLY	308.05
COMCAST	COMMUNICATIONS	210.00
CONSOLIDATED IRRIGATION DIST	PROPERTY ASSESSMENTS	5,825.38
CWEA	MEMBERSHIPS	442.00
DALE BRISCO INC.	EQUIPMENT MAINTENANCE	566.90
ELECTRIC MOTOR SHOP, INC.	EQUIPMENT MAINTENANCE	501.26
ERNEST C MENDES	DIRECTOR'S FEE	127.63
HOME DEPOT CREDIT SERVICES	SAFETY AWARDS, SMALL TOOLS	409.73
ISAGUIRRE, RICARDO	TRAVEL & TRAINING REIMBURSEMENT	183.36
JOSEPH BARELA	CERTIFICATION FEE REIMBURSEMENT	192.00
JOSEPH GAXIOLA	TRAVEL & TRAINING REIMBURSEMENT	198.77
KINGS MEDICAL CENTER	PROF. SERVICES - MED & SAFETY	95.00
LIEBERT CASSIDY WHITMORE	TRAVEL & TRAINING	1,290.00
LOPEZ, PAUL	CERTIFICATION FEE REIMBURSEMENT	98.00
MID VALLEY DISPOSAL	WASTE UTILITIES	1,087.36
NAPA AUTO PARTS	EQUIPMENT MAINTENANCE	280.15
NELSON'S ACE HARDWARE	EQUIPMENT MAINTENANCE, SMALL TOOLS	814.31
NORTH AMERICAN BENEFITS CO	LIFE INSURANCE	381.76
PG&E	ELECTRIC UTILITIES	5,687.88
PRO-ACCESS SOLUTIONS INC.	EQUIPMENT MAINTENANCE	980.00
PROFESSIONAL COMMUNICATIONS NETWORK	COMMUNICATIONS	60.00
RAFTELIS FINANCIAL CONSULTANTS	SEWER RATE STUDY	4,552.50
SCOTT ROBERTSON	DIRECTOR'S FEE	127.63
SELMA, CITY OF	PHARMA KIOSK OUTREACH	173.75
THE GAS CO	GAS UTILITIES	213.01
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	9.10
VERONICA CAZARES	TRAVEL & TRAINING REIMBURSEMENT	511.27
VINCE PALOMAR	DIRECTOR'S FEE	127.63
<b>MAS 200 Total Checks</b>		<b>\$70,316.20</b>

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

Cash Account Description	End of Month Cash Balance as of June 30, 2023	End of Month Cash Balance November 30, 2023
Cash in Treasury: Operations & Maintenance	\$ 5,043,024.93	\$ 3,643,560.64
Cash in Bank: Operations & Maintenance	\$ 28,912.44	\$ 27,486.82
Cash in Bank: Payroll	\$ 203.46	\$ 110,512.20
Petty Cash	\$ 700.00	\$ 700.00
Total Operations & Maintenance	\$ 5,072,840.83	\$ 3,782,259.66
Cash in County Treasury:Expansion	\$ 5,393,049.36	\$ 5,534,828.49
Cash in County Treasury: R&R	\$ 6,245,192.21	\$ 6,104,956.84
Cash in County Treasury:Selma	\$ 2,319,258.37	\$ 2,346,209.30
Cash in County Treasury: Selma SWRCB Reserve	\$ 267,803.77	\$ 265,666.60
Total Selma	\$ 2,587,062.14	\$ 2,611,875.90
Cash in County Treasury:Kingsburg	\$ 3,426,769.60	\$ 3,435,378.21
Cash in County Treasury:Fowler	\$ 1,932,604.12	\$ 1,694,941.49
Total Cash Balance	\$ 24,657,518.26	\$ 23,164,240.59

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

SERVICE AND SUPPLIES EXPENDITURES:

WARRANT LIST ENDING	11/8/2023	\$	301,725.49
WARRANT LIST ENDING	11/22/2023	\$	70,316.20
			372,041.69
TOTAL SERVICE AND SUPPLIES EXPENDITURES			\$ 372,041.69

SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES

TOTAL SALARIES PERIOD ENDING:

SALARIES	11/5/2023	\$	115,423.63
EMPLOYER CONTRIBUTIONS (PERS)	11/5/2023	\$	9,707.76
EMPLOYER TAXES	11/5/2023	\$	7,880.04
HEALTH INSURANCE	11/5/2023	\$	12,804.82
			\$ 145,816.25

TOTAL SALARIES PERIOD ENDING:

SALARIES	11/19/2023	\$	97,481.03
EMPLOYER CONTRIBUTIONS (PERS)	11/19/2023	\$	9,427.71
EMPLOYER TAXES	11/19/2023	\$	1,280.78
HEALTH INSURANCE	11/19/2023	\$	12,804.82
			\$ 120,994.34

TOTAL SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES			\$ 266,810.58
--	--	--	---------------

	GRAND TOTAL	\$	638,852.27
			638,852.27

## MEMORANDUM

(December 14, 2023, Board Meeting)

To: S-K-F CSD Board of Directors  
From: Veronica Cazares, General Manager  
Date Prepared: November 15, 2023  
Staff Report prepared by Tricia Miller, Administration Services/HR Manager

Agenda Item: 4-D  
Action: Motion

### **SUBJECT:**

Resolution No. 2023-16, A Resolution of the Selma-Kingsburg-Fowler County Sanitation District Board of Directors Adopting the Amended Section 125 Premium Only Plan for Calendar Year 2024

### **RECOMMENDATION:**

That the Board adopts Resolution No. 2023-16, A Resolution of the Selma-Kingsburg-Fowler County Sanitation District Board of Directors Adopting the Amended Section 125 Premium Only Plan for Calendar Year 2024.

### **EXECUTIVE SUMMARY:**

The District has had a Section 125 Premium Only Plan since April 15, 2001. The POP was set up as an easy and cost-effective way to enhance employee benefits and decrease employer liability. It is written in the current MOU under Article XII (3), as follows:

3. *District Employee Cafeteria Plan Accounts*

*The District will maintain a Section 125 qualifying Cafeteria Plan which shall provide for the following menu of benefits:*

- *Balance of premiums for the District's sponsored CalPERS health plan*
- *Dental insurance*
- *Vision insurance*

*A benefit under the Cafeteria Plan is contingent upon an understanding that the benefit qualifies as a pre-tax benefit pursuant to State and Federal tax laws. If for any reason State or Federal law precludes one or more of the above listed benefits from the protection of a Section 125 Cafeteria Plan, the District may remove that benefit from the Plan in order to maintain the District's Cafeteria Plan as a Section 125 qualifying plan.*

Without a POP, an employee's pay is taxed and then insurance premiums are deducted from after-tax dollars. With a POP, an employee pays for premiums with pre-tax dollars, i.e., insurance premiums are taken out of the employee's pay before taxes. As a result, an employee's taxable income is less. When taxable income is less, federal and state income taxes are reduced and that means more take-home pay for the employee. Employers also save on the matching Medicare taxes.

Resolution No. 2023-16 authorizes the General Manager to execute and deliver to the Plan Administrator, all required plan documents. The Plan Administrator will take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate

accounting and administrative procedures to provide benefits under the Plan. Tricia Miller reviewed the plan documents and recommends that the Board adopt Resolution No. 2023-16, A Resolution of the Selma-Kingsburg-Fowler County Sanitation District Board of Directors Adopting the Amended Section 125 Premium Only Plan for Calendar Year 2024.

General Manager will notify the employees of the adoption of the amended Plan by showing an educational video on the plan, handing out a copy of the Summary Plan Description, and asking them to fill out election forms.

Attachments: (1) Resolution No. 2023-16

RESOLUTION NO. 2023-16

RESOLUTION OF THE SELMA-KINGSBURG-FOWLER COUNTY  
SANITATION DISTRICT BOARD OF DIRECTORS ADOPTING THE  
AMENDED SECTION 125 PREMIUM ONLY PLAN FOR CALENDAR  
YEAR 2024

WHEREAS, the Section 125 Premium Only Plan (POP) was originally effective on April 15, 2001, and has been updated in compliance with Internal Revenue Service regulations and the Affordable Care Act.

WHEREAS, Health Equity, Inc. is the POP Plan Administrator for Selma-Kingsburg-Fowler County Sanitation District.

WHEREAS, the POP was set up so employees can save taxes on health premiums paid through payroll deductions.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Selma-Kingsburg-Fowler County Sanitation District as follows:

SECTION 1. The Board hereby adopts the Amended Section 125 Premium Only Plan effective January 1, 2024. Attached hereto as Exhibit A are the Plan Document, Summary Plan Description and Adoption Agreement.

SECTION 2. The Board authorizes the General Manager to execute and deliver to the Plan Administrator all required plan documents.

SECTION 3. The Board directs Plan Administrator to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

SECTION 4. The General Manager will notify the employees of the adoption of the amended Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented in this meeting, which is hereby approved.

**CERTIFICATION**

The foregoing Resolution No. 2023-16 was adopted on roll call on a regular meeting held on December 14, 2023, by the following vote:

AYES:	_____
NOES:	_____
ABSTENTIONS:	_____
ABSENCES:	_____

WHEREUPON, the Chairman declared the foregoing Resolution No. 2023-16 adopted.

\_\_\_\_\_  
 Veronica Cazares,  
 Secretary of the Board of Directors  
 SELMA-KINGSBURG-FOWLER  
 COUNTY SANITATION DISTRICT

**MEMORANDUM**

(December 19,2023 Board Meeting)

To: S-K-F CSD Board of Directors  
From: Veronica Cazares, General Manager  
Date Memo Prepared: December 8, 2023

Agenda Item: 4-E

Action: Motion

**SUBJECT:**

Agreement for Sewer Service Outside District Boundaries for APN 393-190-08 located at 11078 E Clarkson Avenue, Kingsburg

**RECOMMENDATION:**

That the Board approve Agreement for Sewer Service Outside District Boundaries with Juan C. Lopez Luna and Gabriela Lopez-Romero for APN 393-190-08 located at 11078 E Clarkson, Kingsburg subject to LAFCO’s written approval and authorize the General Manager to execute the Agreement.

**EXECUTIVE SUMMARY:**

The District has received an application for connection of a single-family residence located at 11078 E Clarkson, Kingsburg. The septic tank is failing and is at the end of its useful life.

The District may allow outside users to apply and obtain sewer services through the process as outlined in Ordinance 2014-03 and per state law.

The District Engineer finds that the following criteria are met:

- The existence of a health or safety issue.
- No detriment to the District’s continued ability to provide service.
- Sufficient capacity to allow the District to grow as planned.
- The single-family residence existed prior to February 1, 2014.
- The applicant is responsible for all applicable fees, including but not limited to District, County, LAFCO, and City fees.

Attachments: Outside User Agreement

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

Selma Kingsburg Fowler County Sanitation District  
Administrative Services  
PO Box 158  
Kingsburg CA 93631

---

**NO RECORDING FEE GOV. CODE 27383**

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

---

Address: **11078 E Clarkson, Kingsburg CA**  
APN: **393-190-08**

**AGREEMENT FOR SEWER SERVICE OUTSIDE DISTRICT BOUNDARIES**

This Agreement for Sewer Service Outside District Boundaries (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the Selma-Kingsburg-Fowler County Sanitation District (hereafter “DISTRICT”), and Juan C. Lopez Luna and Gabriela Lopez-Romero, husband and wife as joint tenants hereinafter referred to collectively as (“OWNER”).

**RECITALS**

A. OWNER is the record OWNER of that certain real property (“Real Property”) located at 11078 E Clarkson, Kingsburg, CA., in the County of Fresno, California, Assessor’s Parcel Number 393-190-08.

B. Real Property is located outside the City of Kingsburg boundaries and sphere of influence but within the DISTRICT boundaries and within the Sphere of Influence of DISTRICT.

C. Improvements to the OWNER’s Real Property include installation of a 4-inch sewer service lateral and abandonment of septic system per, District and County Requirements.

D. OWNER desires to obtain sewer service through sewer collection facilities owned by District or within the sphere of influence of the District.



## AGREEMENT

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Payment of Fees. OWNER agrees that OWNER is obligated to pay Sewer Connection Fees to DISTRICT which includes capacity charges, plan check/inspection and annexation fees in the amount of five thousand seven hundred forty-one dollars and four cents (\$5,741.04) in order to receive sewer service from the DISTRICT. All applicable fees shall be paid as shown in District letter dated (TBD).
2. Sewer Service Application and Service Rates. In addition to this Agreement, OWNER agrees to complete a Connection Application and agrees to pay the sewer rates applicable to OWNER which will be billed in accordance with DISTRICT billing method through the Tax Roll.
3. Building Permits. OWNER agrees to obtain and pay for Building Permits from Fresno County for the connection of the residence on the Real Property to the DISTRICT sewer system. OWNER also agrees to obtain and pay for a permit from Fresno County at the time of abandonment and to abandon the septic system within 120 days of connection to the sewer system.
4. LAFCo Approval. The Real Property is located outside the corporate limits of the City of Kingsburg . Due to this, the DISTRICT must obtain authorization from the Fresno Local Agency Formation Commission (LAFCo) to extend and/or connect sewer services to the subject property. LAFCo authorization requires the submittal of an application for review and payment of an application fee. OWNER agrees to pay \$750.00 for the cost of preparation of the application, coordination of approval and the application fee.
5. Annexation. In consideration of the approval for connection by DISTRICT to sewer facilities to serve OWNER'S property located outside District boundaries, OWNER agrees that it will not at any time oppose or protest the annexation of such property to DISTRICT. Owner further agrees that if Owner, or Owner's successors, heirs or assigns should ever protest the annexations of such property to City, City may immediately provide for termination of such sewer service to said property without any liability for such termination by written notice to the Selma-Kingsburg-Fowler County Sanitation District to disconnect the facilities and Owner shall in no way proceed against or otherwise hold said Selma-Kingsburg-Fowler County Sanitation District liable in any manner whatsoever for termination of said sewer service. OWNER understands that this Agreement binds OWNER and all subsequent owners of the subject Real Property and that this Agreement will be recorded with the Fresno County Recorder's Office.
6. Arbitration. In addition to any other relief that may be available to the parties in connection with this Agreement, the parties agree that a court or arbitrator may, in appropriate circumstances, order either party to specifically perform its obligations as set forth in this Agreement.
7. No Assignment; Agreement Runs with the Land. The rights and obligations of the parties shall not be assigned or transferred to others without the prior written consent of the other party. This agreement shall be binding upon and insure to the benefit of the parties' successors or assigns. The burdens and benefits of this Agreement shall run with the land described above in

identified in **Exhibit A** attached hereto and incorporated by reference. This Agreement shall be executed in recordable form.

8. Notices. All notices to be given under this Agreement shall be in writing and either:

(a) Sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail,

(b) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier, or

(c) By telecopy or similar means, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated by reflecting the accurate transmission of the notices, as follows:

TO OWNER:                                 Juan C. Lopez Luna and Gabriela Lopez-Romero  
11078 E Clarkson Avenue  
Kingsburg, CA 93631

TO DISTRICT:                              Veronica Cazares  
General Manager  
P.O. Box 158  
Kingsburg CA. 93631

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt by the parties of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

9. Attorney’s Fees. If either party commences an action against the other to enforce this Agreement, or because of the breach by either party of this Agreement, the prevailing party in this action shall be entitled to recover attorney fees and costs incurred in connection with the prosecution or defense of this action, including any appeal of the action, in addition to all other relief. Prevailing party within the meaning of this Section shall include, without limitation, a party who successfully brings an action against the other party for sums allegedly due or performance of covenants allegedly breached, or that party who obtains substantially the relief sought in the action.

10. Entire Agreement. This Agreement contains the entire agreement between the parties as to the subject matter hereof. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by either party. Each party has relied upon his own examination of this Agreement, the counsel of his own advisors, and the warranties, representations, and covenants in the Agreement itself. The failure or refusal of either party to read the Agreement or other documents, or to obtain legal or other advice relevant to this Agreement constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

10. Time of the Essence. Time is of the essence for each condition, term, and provision in this Agreement.

11. Counterpart Signatures. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all taken together shall constitute one and the same instrument. The execution of this Agreement is deemed to have occurred, and this Agreement shall be enforceable and effective only on the complete execution of this Agreement by the parties.

12. Severance. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

13. No Waiver. A waiver or breach of a covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

14. Headings. Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated to it by this reference.

15. Applicable Law. This Agreement shall be governed and construed in accordance with California law. Each party agrees that venue shall be the County of Fresno, California.

16. Authority to Sign. Each party signing below certifies that he or she is authorized to execute this Agreement and thereby obligate the party on whose behalf such signature is made. The authority of each signer was, if necessary, granted by appropriate corporate action.

17. Amendments to Agreement. This Agreement may be modified or amended only by a writing duly authorized and executed by both parties. It may not be amended or modified by oral agreements or understanding between the parties. This Agreement and any modification or amendment thereto shall only be effective if authorized by the DISTRICT.

IN WITNESS WHEREOF, the parties have executed this Agreement for Sewer Service Outside District Boundaries effective the day and year first above written as follows:

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

\_\_\_\_\_  
Veronica Cazares  
General Manager

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

**OWNERS**

\_\_\_\_\_  
Juan C. Lopez Luna

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

\_\_\_\_\_  
Gabriela Lopez-Romero

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

**(NOTARY ACKNOWLEDGEMENTS REQUIRED FOR OWNERS)**

## **Exhibit A**

**LEGAL DESCRIPTION: APN: 393-190-08**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE EAST 91.24 FEET OF THE SOUTH 238.70 FEET OF THE WEST 318TH OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT.

EXCEPT THE EAST 50 FEET THEREOF.

**MEMORANDUM**

(December 19, 2023, Board Meeting)

To: S-K-F CSD Board of Directors  
From: Veronica Cazares, General Manager  
Date Memo Prepared: December 8, 2023

Agenda Item: 6-A  
Action: Motion

**SUBJECT:** Award of Design Services on Sewer Improvements Between McCall/Wright & Stillman/Tulare/Merced

**RECOMMENDATION:**

That the Board approve an agreement with MKN and Associates for design services in the amount of \$33,500, approve a contingency in the amount of \$15,000, and authorize the General Manager to execute the agreement.

**EXECUTIVE SUMMARY:**

A fee and scope of services was received for the sewer improvement in Selma from MKN and Associates, Fresno, CA. Staff recommends accepting the scope of services from MKN and Associates in the amount of \$33,500 and approving a contingency in the amount \$15,000. The project is in the current FY24 budget.

The existing sewers are 6-inch diameter pipes and are constructed of vitrified clay pipe (VCP) and are at the end of their useful life. Some sections are reported to include sags, cracked pipes, and offset joints, resulting in maintenance issues for District Staff, including overflows. The area is identified as a “trouble spot”. The proposed project will repair or replace the existing sewer mains with new PVC pipes of the same diameter within the same alignment.

This is a joint City of Selma street improvement and SKF sewer project. The District is coordinating with the City of Selma to conduct the necessary bidding process and complete sewer improvements prior to the City’s planned paving project.

This project is to satisfy the District’s agreement with the City of Selma to operate and maintain the existing collection system. This project will also satisfy the waste discharge requirements for the collection system and reduce the potential for sanitary sewer overflows.

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 \_\_\_\_\_ day of \_\_\_\_\_ 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’s facilities are identified as either the “collection system” or the “treatment and disposal system.

E. The DISTRICT has negotiated the scope and fee of \$33,500 for Design Services for Sewer Improvement in Selma: Alley between McCall/Wright and Tulare/Merced.

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

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

**AGREEMENT**

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

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. Henry Liang shall be the key person providing the Scope of Services. In the event Henry Liang is unable to perform the Services,

CONSULTING ENGINEER shall immediately notify 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 December 19, 2023, and expire on August 1, 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

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

General Manager

\_\_\_\_\_  
Title

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

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

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

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

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

**EXHIBIT A—SCOPE OF SERVICES**

December 11, 2023

Veronica Cazares  
District Engineer  
Selma-Kingsburg-Fowler County Sanitation District  
(Submitted Electronically)

**SUBJECT: Proposal for Sewer Replacement Project Engineering Services**

Dear Ms. Cazares,

### **PROJECT UNDERSTANDING**

The District is assessing and possibly replacing seven separate sections of sewer mains identified in the City of Selma, CA. The specific sewer sections in the City of Selma are listed below and are shown in the attached **Figure A**.

- Pipeline between Merced St and Stillman St
  - Sewer in the alley starting at Wright St and ending at Logan St.
  - Sewer in the alley starting at Lee St and ending in the alley right before S McCall Ave.
- Pipeline between Stillman St and Tulare St
  - Sewer under the houses starting at High St and ending at Wright St.
  - Sewer in the alley starting at Wright St and ending at Logan St.
  - Sewer in the alley starting at Logan St and ending at Lee St.
  - Sewer in the alley starting at Lee St and ending in the alley right before S McCall Ave.

The existing sewers are 6-inch diameter pipes and are constructed of vitrified clay pipe (VCP) and are at the end of their useful life. Some sections are reported to include sags, cracked pipes, and offset joints, resulting in maintenance issues for District Staff, including overflows. The proposed project will repair or replace the existing sewer mains with new PVC pipes of the same diameter within the same alignment.

The District intends to replace or repair the listed sections of sewer main above under one contract. MKN's scope of services is to provide a single, combined set of construction plans and technical specifications and bidding support for the sewer replacement project.

#### **Assumptions:**

- For the purposes of this proposal, MKN assumes the full replacement of at least 946 LF of 6" VCP pipe and a combination of point repairs or additional replacement for an additional 1,681 LF.

## SCOPE OF WORK

MKN proposes to perform the following scope of work for this project:

### Task Group 100 – Pre-Design and Project Quality/Management Services

#### Task 101- Project Management and Pre-Design Meeting

MKN's Project Manager will develop and maintain the project schedule, maintain correspondence and the project files, communicate with District staff, and direct project staff and subconsultants to ensure successful delivery of the Project.

MKN will attend a single kick-off meeting with District staff to review project scope, schedule, responsibilities of project team members, and project deliverables for the project. Upon completion of the meeting, a site walk will be attended by the project team to identify any specific concerns prior to the initiation of work. Depending on the District's staff schedule the site walks could occur over several days. Where required, the site-walk will need to be coordinated with property owners to allow access and to obtain any pertinent information including known on-site utility locations. Kick-off meeting notes will be prepared and provided to the District to document meeting discussions and action items.

In addition to the kick-off meeting, MKN will attend a design-phase progress meeting following the draft final design submittal to discuss District review comments. Meeting notes will be prepared and provided to the District to document meeting discussion items.

#### Task 102- Utility Research

MKN will send letters to utility companies to request record drawings and schematics of facilities within the project area. The Project Team will compare utility information (provided on received record drawings) with visible physical utility evidence during the site investigation. Utility information will be incorporated into the site survey and mapped where possible.

#### Task 103- Topographic Survey (including up to \$10,000 allowance in MKN's proposed fee)

MKN's subconsultant will provide the following services to develop a topographic base map for the project:

- Perform topographic field surveys to locate pavement, curbs, drives, walks, fences, walls, planters, and visible surface utilities, together with topographic features such as tops, toes, flow lines, grade breaks, etc. and surface utilities immediately adjacent to the edge of pavement and/or sidewalks at the approximate edge of right-of-way within the project limits. (Several of the existing alignments will require entering residential rear yard areas, and assistance will be needed from the owner to access)
- Field survey to include manhole rim and pipe inverts elevations for existing sewer and storm water facilities and elevation at the top of existing valves.
- Research of pertinent recorded maps and documents. Compute site boundaries and rights of way based on the legal descriptions shown in the latest available assessor site information (preliminary title reports to be provided by owner is necessary).

- Compute survey data and prepare an AutoCAD drawing file. The mapping will be compiled at a scale of 1" = 20' with a 1-foot contour interval and surveyed feature will be clearly labeled or noted by symbol as identified in the field.

Deliverables:

AutoCAD drawing files and a PDF signed and sealed digitally by a California Licensed Land Surveyor, all in electronic format.

#### Task 104- Quality Management

All deliverables will be reviewed by qualified staff not directly engaged in the preparation of the bid package.

#### Task 105- Replacement or Repair Method Analysis

MKN will analyze the available CCTV footage, structural defects, and site constraints to determine if alternate methods such as point repairs, pipe bursting or Cured-in-Place-Pipe (CIPP) would be more cost effective than removal and replacement.

Deliverables: Technical Memo analyzing replacement or repair methods for each pipe alignment

#### Task Group 200 – Contract Document Development

MKN will prepare construction plans and specifications that include the seven (7) identified replacement or repair segments. MKN will provide Draft (60%) and Final (100%) submittals. It is anticipated the District will provide front-end documents for inclusion into the bid package. MKN will prepare technical specifications in CSI format. An opinion of probable construction costs will be prepared to accompany the Draft and Final submittal.

#### Task 201- 60% Draft Submittal

Following the survey and utility research, MKN will develop the Draft submittal including preliminary plan and profile drawings. These plans will provide the District with an opportunity to review the proposed sewer repairs or replacements and to discuss with the affected City prior to providing feedback to MKN. In addition, these plans can be used to coordinate associated work with affected property owners where the sewer line travels through private yards. The District will review the contents of the Draft submittal and provide comments for incorporation into the subsequent submittal.

Anticipated Sheet List (Sheets):

- Cover Sheet and Index (1 Sheet)
- General Notes and Overall Project Site Map (1-2 Sheets)
- Alignment Plan and Profile Sheets or Plan View Point Repair Sheets (3-4 Sheets)
- Construction Details (2-3 Sheets)

Submittal will include the following items (electronic copy in PDF format):

- Draft half-size (11" x 17") drawings
- Draft front-end documents (Division 00 provided by District), if available at the time
- List of draft technical specifications (Divisions 02 to 43)

- Opinion of probable construction costs

#### Task 203- 100% Final Submittal

District review comments will be included in the Final delivery submittal. Responses will be provided for any comments included.

Submittal will include the following items (electronic copies in PDF, MS Word, and AutoCAD formats):

- Final half-size (11" x 17") drawings
- Final full-size (22" x 34") drawings
- Completed front-end documents (Division 00 provided by District)
- Final technical specifications (Divisions 02 to 43)
- Final opinion of probable construction cost

#### Assumptions:

- MKN shall be entitled to rely reasonably upon the accuracy of data and information provided by or through the District and will use good professional judgment in reviewing and evaluating such information. 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, MKN shall promptly notify the District.
- Geotechnical Engineering services have not been included and it is assumed the new pipes will be placed in disturbed materials. A proposal for Geotechnical Services can be provided if determined necessary during the preliminary design efforts.
- All necessary easements have been secured by the District or Cities. Any required additional easement acquisition work may be completed at cost plus 10%.
- The District will coordinate and provide notification and access to private properties along the alignment to perform preliminary engineering services.

#### Task Group 300 – Bidding Support

Prior to the advertisement of the project for bidding, MKN will support the District with general contractor outreach efforts by contacting three potential bidders and notifying them of the upcoming bid opportunity. During bidding, MKN will receive, manage, and respond to questions from prospective bidders and will prepare addenda, if necessary, during the bidding phase. The addenda will clearly identify additions, deletions, or modifications by specification section or drawing number in order to facilitate bidder understanding. It is anticipated one (1) bid addendum will be required. MKN will attend and facilitate the pre-bid meeting in the District's office or via MS Teams and attend the bid opening, review the bids for general conformance with the contract documents, and assist the District in identifying the apparent low bidder. MKN will distribute electronic copies of the bid documents and maintain the bid holders list.

Assumptions:

- The District is responsible for advertising the project for bidding.

Task Group 300 Deliverables:

- Addenda issued during the bidding phase.
- Prebid meeting agenda and minutes.

### Task Group 400 – Engineering Services During Construction

The MKN team will perform the following engineering services during construction:

- Preconstruction Meeting - MKN will attend the preconstruction meeting and provide an overview of the project components.
- Construction Progress - MKN will make visits to the construction site to determine, in general, if the work is proceeding in accordance with the construction contract documents and provide field observation notes to the District accordingly (up to 10 site visits).
- Shop Drawings and Submittals - MKN will review shop drawings and submittals from the contractor in accordance with the construction contract documents (up to 10). Shop drawings/submittals will be logged and tracked for compliance with District stipulated review periods. MKN will coordinate with the Contractor to prioritize the review of critical path items.
- RFIs - MKN will review and respond to requests for information (RFI) from the contractor (up to 5 RFIs).
- Final Walk-Through and Prepare Punch List - MKN will participate in a final walk-through with District and City staff and prepare a punch list of items to be addressed by the Contractor.
- Record Drawings - MKN will prepare record drawings based on the contractor's redlined as-builts. Design changes issued via addenda or change orders will also be incorporated into the record drawings.

Assumptions:

- The construction contractor will be held entirely responsible for maintaining on-site safety during all phases of the work.

Task Group 400 Deliverables:

- Progress reports following each site visit.
- Record drawings in AutoCAD .dwg and electronic .pdf format and five half and full-size (11"x17" and 22"x34") hard copies.

**FEE AND SCHEDULE**

The anticipated schedule is summarized in the table below. It assumes a District review period of two weeks between submittals and progress meetings.

<b>Task</b>	<b>Time from Notice-to-Proceed</b>
Kickoff Meeting & Site Visit	1 week
Survey	2 weeks
60% Draft Submittal	6 weeks
District Review Meeting	7 weeks
90% Draft Final Submittal	8 weeks
District Review Meeting	9 weeks
Final Submittal	10 weeks

MKN proposes to complete this base work on a time and materials basis with a budget not to exceed \$33,500. An hourly rates sheet is attached in **Attachment B**. Hourly rates in **Attachment B** may be revised annually. Other direct costs will be charged with a 10% markup.

We hope this proposal meets your expectations and look forward to working with you on this project.

Sincerely,



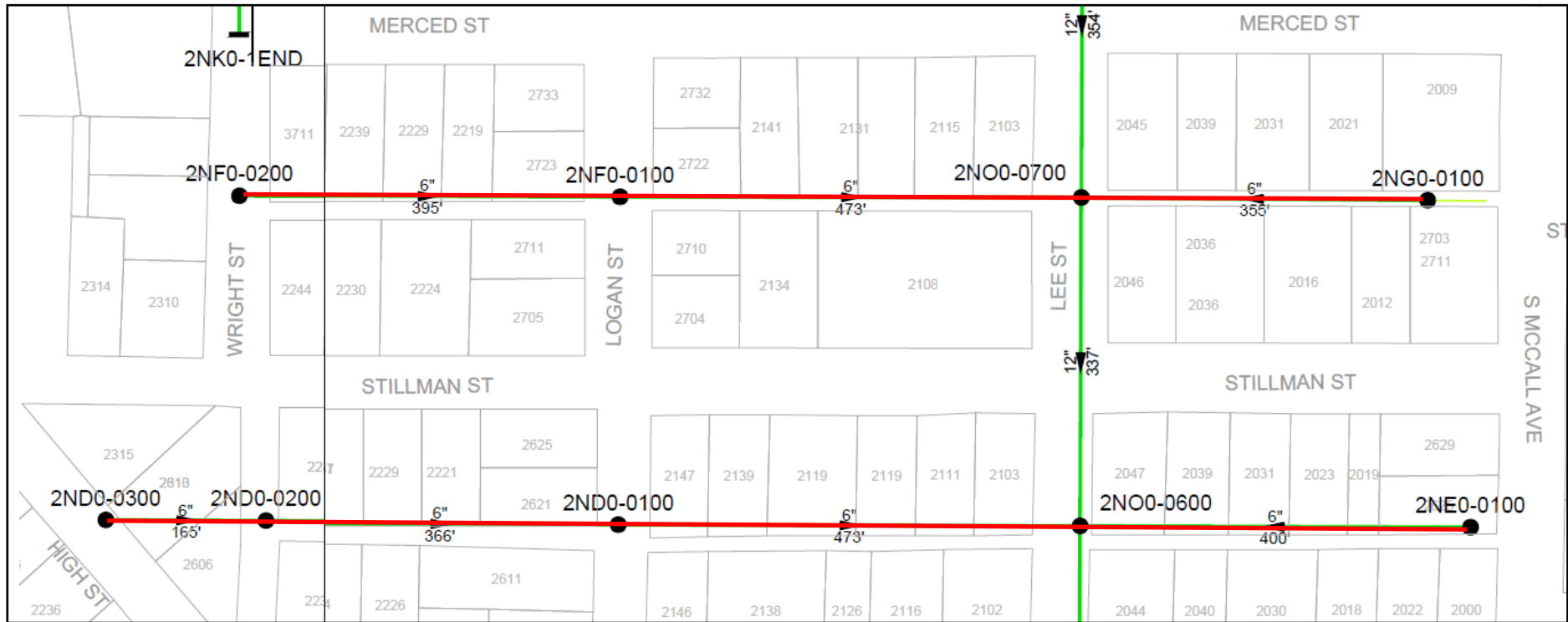
Henry Liang, PE  
Principal Engineer

Attachments:  
Attachment A – SKFCSD Sewer Pipes Map – Selma  
Attachment B – Fee Schedule



# Attachment A

## SKFCSD Sewer Pipes Map – Selma



**EXHIBIT B—PAY SCHEDULE**  
(Attached)

# Attachment B Fee Schedule



## 2024 FEE SCHEDULE

CATEGORY	POSITION	HOURLY RATE
<b>Communications and Administrative</b>	Administrative Assistant	\$110
	Strategic Communications Coordinator	\$115
	Strategic Communications Specialist	\$140
<b>Designers and Technicians</b>	CAD Technician I	\$130
	CAD Design Technician II	\$150
	Senior Designer	\$170
<b>Planning</b>	GIS Specialist	\$165
	Planner I	\$185
	Planner II	\$195
	Senior Planner	\$205
<b>Engineers</b>	Engineering Technician	\$100
	Assistant Engineer I	\$135
	Assistant Engineer II	\$155
	Project Engineer I	\$180
	Project Engineer II	\$195
	Senior Engineer I	\$210
	Senior Engineer II	\$220
	Senior Engineer III	\$235
Principal Engineer	\$245	
<b>Project Management</b>	Project Manager	\$220
	Senior Project Manager	\$254
	Project Director	\$275
	Senior Project Director	\$295
<b>Construction Management Services</b>	Scheduler	\$170
	Construction Inspector	\$190
	Assistant Resident Engineer	\$190
	Resident Engineer	\$202
	Construction Manager	\$220
	Principal Construction Manager	\$259

The foregoing Billing Rate Schedule is effective through December 31, 2024 and will be adjusted each year after at a rate of 2 to 5%.

### DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate

**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.