



REQUEST FOR PROPOSALS (RFP)

for

SEWER COLLECTION SYSTEM SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) AND TELEMETRY SYSTEM DESIGN, INTEGRATION, INSTALLATION AND COMMISSIONING SERVICES

Date Announced:

June 22, 2026

PROPOSALS DUE:

August 3, 2026 no later than 3:00 PM
via email to epatino@dinuba.ca.gov

CITY OF DINUBA
Public Works Department
1088 E. Kamm Avenue
Dinuba, CA 93618

CONTACT INFORMATION

Contact via e-mail preferred
Elva Patino, Business Manager
epatino@dinuba.ca.gov

**Request for Proposal (RFP) for
Sewer Collection System
Supervisory Control and Data
Acquisition (SCADA) and Telemetry System Design,
Integration, Installation and Commissioning Services**

Background: The City of Dinuba is located in Tulare County in California's San Joaquin Valley. Dinuba is centrally located approximately 180 miles north of Los Angeles and 200 miles south of the San Francisco Bay Area. The City's economy is driven by agriculture and offers small-town charm to its approximately 26,000 residents. Established in 1888 and incorporated in 1906, Dinuba has experienced consistent growth and is the fourth largest city in Tulare County by population.

The City of Dinuba utilizes a wastewater collection system and Wastewater Reclamation Facility (WWRF) to provide wastewater conveyance and treatment services to the community. The wastewater collection system consists of approximately 71.7 miles of gravity sewer, primarily comprised of vitrified clay pipe and polyvinyl chloride (PVC) pipe ranging in size from 8 inches to 30 inches in diameter. The collection system is supported by eleven (12) sanitary sewer lift stations that convey wastewater to the City's Wastewater Reclamation Facility. The WWRF is designed for a treatment capacity of approximately 3.14 million gallons per day (MGD) and currently processes between 1.9 and 2.3 MGD.

The City currently operates its sewer collection system and lift stations without a centralized Supervisory Control and Data Acquisition (SCADA) system. Monitoring and operation of lift stations are primarily performed through local controls and field inspections. As a result, the City has limited remote monitoring capabilities, alarm notification functions, operational data collection, and system-wide visibility into collection system performance.

1. Project Description

The City desires to implement a new Sewer Collection System SCADA System to provide centralized monitoring, alarm management, data collection, reporting, and operational control of its sanitary sewer lift stations and associated collection system assets. The project is anticipated to include the evaluation, design, procurement, installation, programming, integration, testing, commissioning, and startup of a complete SCADA system, including communication infrastructure, programmable logic controllers (PLCs) or remote terminal units (RTUs), central server and workstation equipment, alarm notification systems, historian and reporting capabilities, cybersecurity measures, and operator training.

This project will include the evaluation, design, procurement, configuration, integration, testing, and commissioning of a new collection system SCADA platform and associated communications infrastructure.

The selected Consultant shall assess and evaluate the City's existing lift station infrastructure and develop a scalable, non-proprietary SCADA solution that can be expanded in the future to accommodate additional collection system facilities and integration with other City utility systems. The City requires unrestricted ownership and access to all software, source code, configurations, documentation, and related project deliverables necessary to independently operate, maintain, modify, and expand the system without reliance on the original system integrator.

The proposed SCADA system shall provide centralized monitoring of lift station operations, including wet well levels, pump status, pump run times, power failures, communication failures, intrusion alarms, and other critical operating parameters. The system shall also provide alarm notification via text message and email, historical data storage and trending, reporting capabilities, and cybersecurity protections consistent with current industry standards.

The City seeks a complete and fully integrated solution that will improve response times, support preventative maintenance efforts, reduce operational risks, and provide a foundation for future integration with other Public Works infrastructure systems.

2. Scope of Services

In broad terms the scope of work shall include the following:

I. Project Management

The Consultant shall provide complete project management services including:

- Project kickoff meeting
- Project schedule
- Coordination with City staff
- Progress meetings
- Final project closeout

II. Site Investigation

The Consultant shall inspect each of the City's eleven (12) sewer lift stations to verify existing electrical controls and field conditions.

The investigation shall include:

- Pump control panels
- Pump alternators
- Float controls
- Alarm circuits
- Available power
- Communications availability
- Existing conduit and equipment
- Space available for telemetry equipment

The Consultant shall recommend the most appropriate telemetry solution for each station.

III. Remote Telemetry Equipment

Provide and install remote telemetry equipment at each lift station capable of monitoring existing control equipment without replacing the existing pump control system.

At a minimum, each station shall monitor:

- High wet well alarm
- Pump No. 1 run status
- Pump No. 2 run status
- Pump failure
- Power failure
- Communication failure
- Door intrusion (where available)

The telemetry equipment shall be capable of future expansion if additional monitoring points are desired.

IV. Communications System

Provide all communications equipment necessary to transmit lift station information to the central SCADA workstation.

The Consultant shall recommend the most reliable communication method, which may include:

- Cellular communications
- Other commercially available telemetry technologies

Communications shall include:

- Secure data transmission
- Automatic reconnect
- Communication diagnostics
- Communication failure alarms

V. Standalone SCADA Software

Provide a standalone SCADA software package dedicated solely to the City's sewer collection system.

The software shall include:

- Lift station overview map
- Individual lift station status screens
- Pump status
- Wet well alarm status
- Active alarm summary
- Event history
- Communication status
- User security
- Alarm acknowledgement
- Historical event log

The City shall receive ownership of all software licenses and source configuration files.

VI. Alarm Notification

Configure alarm notifications for designated City personnel.

Alarm notifications shall include:

- Text message
- Email
- Alarm acknowledgement
- Alarm history

Alarm priorities shall be configurable by the City.

VII. Testing and Commissioning

The Consultant shall perform complete startup and testing of the system including:

- Communication testing
- Functional testing
- Alarm testing
- Operator acceptance testing
- Final commissioning

VIII. Training

Provide on-site training for City personnel covering:

- System operation
- Alarm acknowledgement
- Basic troubleshooting
- User administration
- Backup procedures

Electronic copies of all training materials shall be provided.

IX. Project Documentation

Provide:

- As-built drawings
- Wiring diagrams
- Communication diagrams
- Software backup
- Configuration files
- Operations and Maintenance Manual
- Warranty documentation

All documents, software configuration files, and licenses shall become the property of the City.

Bid Alternate

Bid Alternate No. 1

Provide additional remote monitoring points including generator status, flow meter integration (if available), and security monitoring.

1. Selection Process

Proposals will be reviewed by a Selection Committee. Consultants are encouraged to keep their proposals brief and relevant to the specific work required. The Committee will rank the consultants based upon the materials submitted. At the discretion of the Selection Committee, some consultants may be invited to participate in an interview to further discuss qualifications. After interviews, if applicable, the Selection Committee will make a recommendation to the City Manager. If City Manager is agreeable to Selection Committee's recommendation, the selected firm will be contacted and the City will initiate "Best and Final Offer" contract negotiations. If the Selection Committee is able to arrive at a mutually agreeable Best and Final Offer, the selected firm will be recommended for contract award at the earliest City Council meeting convenient to the City. Final contract award shall be contingent on City Council approval.

The successful consultant will be expected to enter into the attached Professional Services Agreement (PSA) (Attachment A). Any consultant with issues or challenges pertaining to the City's standard PSA must advise the City as part of the consultant's proposal. It shall be the responsibility of prospective consultants to review all sections and exhibits of the PSA, including insurance requirements. Otherwise, the City will assume that the consultant is able to enter into the PSA and fulfill all terms and requirements set therein.

2. Proposal Format

Proposals shall include the following items:

A. Cover Letter

- i. The name, address, phone number, and email address of the Consultant's designated contact person authorized to represent the firm for the duration of the selection process and any subsequent contract negotiations.
- ii. Any qualifying statements, exceptions, or clarifications regarding the Consultant's proposal, the information provided in this RFP, or the City's proposed Professional Services Agreement (PSA). Consultant shall specifically disclose any proposed use of proprietary software, systems, or components, and affirm that all deliverables will be provided in accordance with the City's requirements for full ownership, unrestricted access, and long-term operability. Any exceptions to these requirements must be clearly identified and may be grounds for deeming the proposal non-responsive.
- iii. Identification of all subconsultants, subcontractors, or partners proposed to be utilized for this Project, including a clear description of their respective roles and responsibilities. The Consultant shall remain fully responsible for the performance of all subcontractors and shall ensure that all work products provided by subcontractors comply with the City's requirements regarding ownership, non-proprietary deliverables, and transfer of records.

B. Company Qualifications

This section shall not exceed two pages. Provide: the firm’s general qualifications, location of the office from which services will be provided, licenses and certifications possessed by firm; the type of entity, the names of the firm’s officers, principals and owners.

C. Discipline Specific Experience

A list of similar projects completed, including a brief scope of work and other relevant information no older than five years; and

D. References

Provide a minimum of three (3) public agency references.

E. Scope of Work

This section shall not exceed five (5) pages. Please provide your scope of work and technical approach for completing the SCADA system replacement, PLC upgrades, and associated network improvements described in this RFP. The selected consultant should showcase their understanding of the necessary steps and components to completing the Project.

F. Project Staff Qualifications

- i. Provide a project organization chart showing the names and responsibilities of key personnel to be assigned to provide the subject services.
- ii. Provide the total number of hours each person on the project team will work on each project task.
- iii. Provide resumes for each team member assigned to perform services for project.

G. Warranty & Post Implementation Support

Please describe proposed warranty coverage and the level of support provided following system implementation and acceptance. This includes warranty duration, coverage of defects and system issues, response times for support requests, software updates and security patches during the warranty period, and post-implementation support provided to ensure system functionality and stability.

H. Project Schedule

Show a phased project schedule that includes all work by the Consultant and any subconsultants, aligned with critical PLC upgrades, SCADA deployment, and network improvements. The schedule shall clearly identify key milestones, including design, implementation, testing, and system go-live, as well as progress submittals to the City. For scheduling purposes, allow a minimum of ten (10) working days for City review of each submittal. The total project duration is anticipated to be no more than six (6) months and may be adjusted as necessary due to equipment lead times, operational constraints, or unforeseen conditions.

I. Cost Proposal

Submit a task-based cost proposal identifying each task required to complete the scope of work, including SCADA software, PLC hardware and programming, network improvements, and any optional alternates (i.e., historian and additional PLC upgrades). Each task shall include the total hours by Project Team member, their hourly rate, and total cost per task. The proposal shall clearly identify a grand total “not-to-exceed” fee, as well as any optional phases or components, to be incorporated into the Professional Services Agreement executed with the selected Consultant. Submit a separate cost proposal for each identified bid alternate.

Proposals should be submitted via email to Elva Patino, Business Manager at epatino@dinuba.ca.gov by no later than **3:00PM on August 3, 2026**. The subject line of the email should clearly be labeled “Sewer Collection System Supervisory Control and Data Acquisition (SCADA) and Telemetry System Design, Integration, Installation and Commissioning Services”.

3. Consultant Selection Procedure & Schedule

Selection Procedure - The City will evaluate proposals submitted, and select the most qualified consultant for the services being offered. In evaluating the proposals, the City will consider and weigh the following factors:

- 30% – Technical Approach & Project Understanding
- 25% – Relevant Sewer Collection System SCADA, PLC, RTU, and Communications Experience
- 15% – Project Team Qualifications
- 15% – Warranty & Post-Implementation Support
- 10% – Cost Proposal
- 5% – References & Performance Records on Similar Assignments

Selection Schedule - The following estimated schedule will be used for the procurement of services:

A. Request for Proposals Announced	June 22, 2026
B. Deadline for Questions	July 13, 2026
C. Response to Questions.....	July 20, 2026**
D. Request for Proposals Due	August 3, 2026
E. Consultant Interviews, if Applicable.....	August 17 – August 21, 2026
F. Contract Negotiations Completed	September 1, 2026
G. Award of Contract by City Council	September 22, 2026

The City reserves the right to alter the schedule as may be necessary.

** Responses to questions will be posted on the City’s website at: <https://www.dinuba.org/services/business-services/bids-and-proposals>

4. General Conditions

- A. The City of Dinuba shall not be liable for any pre-contractual expenses incurred by any proposing firm (proponent) in response to this RFP, nor shall any proponent include such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred in preparing a proposal and negotiating any terms with the City.
- B. The City reserves the right to withdraw this RFP at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services will be made to the Consultant that is best qualified and most responsive in the opinion of the City.
- C. The City reserves the right to reject any and all Proposals. The City expressly reserves the right to postpone the opening of submittals for its own convenience and to reject any and all submittals responding to this RFP.
- D. Consultant must agree to indemnify, hold harmless and defend the City, its officers, agents and assigns from any and all liability or loss resulting from any suits, claims, or actions brought against the City which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the Agreement.
- E. Consultant, at its own cost and expense, shall procure and maintain insurance coverages as required by the Professional Services Agreement (Attachment A).
- F. Consultant will be required to comply with all applicable labor laws including those applicable to equal opportunity employment provisions.
- G. Consultant is required to have in full force and effect all licenses and permits required by all applicable laws. Consultant shall obtain a City of Dinuba Business License during the term of the Agreement.
- H. Consultant, its agents, and employees shall comply with all laws, ordinances, rules and regulations of the Federal and State governments, the County of Tulare, the City of Dinuba and all governing bodies having jurisdiction applying to work done under the Agreement.
- I. The City reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the Consultant.
- J. Consultant shall not sublet any portion of the Agreement with the City without express written permission of the Director of Public Works or his/her designated representative.
- K. The City reserves the right to review and approve qualifications of subcontracting firms or persons. Substitutions that are not approved are considered sufficient grounds for termination of the Agreement.
- L. The City, or any of its duly authorized representative, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time and work records, employment records, or other records relating to personnel employed by the Consultant. Such material, including pertinent cost accounting, financial records and proprietary data, will be kept and maintained by Consultant for a period of at least four years after completion

of a Consultant's performance unless the City's written permission is given to dispose of same prior to that time.

- M. All response to this RFP shall become the property of the City of Dinuba and will be retained or disposed of accordingly.
- N. No amendments, additions, or alterations shall be accepted after the submission deadline.
- O. All documents, records, designs, and specifications developed by the Consultant in the course of providing services to the City, shall become the property of the City. Anything considered proprietary should be so designated by the Consultant.
- P. Acceptance by the City of any qualifications submitted pursuant to this RFP shall not constitute any implied intent to enter into an Agreement for services.
- Q. The City reserves the right to issue written notice to all interested parties of any change in the qualification's submission schedule should the City determine, at its sole discretion, that such changes are necessary.

7. Protest Procedures

Because it is essential that bidders, offerors, and contractors have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the Purchasing Division to offer all bidders, offerors, and contractors the opportunity to appeal award of purchase of contracts. The following procedures shall apply in regard to appeals by prospective bidders, offerors, or contractors:

- a. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of an Agreement may protest to the City of Dinuba Purchasing Agent and/or Administrative Services Director. Appeals must be submitted in writing within five (5) working days after such aggrieved person knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto.
- b. Appeals shall be submitted to the City of Dinuba Purchasing Agent, 405 E. El Monte Way, Dinuba, CA 93618. Appeals should address only areas regarding the proposal.

8. Transfer of Records

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

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

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
THE CITY OF DINUBA AND _____**

This AGREEMENT FOR PROFESSIONAL SERVICE ("AGREEMENT"), is made and entered into this _____ day of _____ 20____, by and among the City of Dinuba, a California municipal corporation ("CITY") and _____ ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of twelve (12) months from the date of execution of this AGREEMENT, as first shown above, or until both parties express in a writing that the services to be performed under this AGREEMENT are completed. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES". EXHIBIT "A" "SCOPE OF SERVICES" IS HEREBY INCLUDED AS AN OPERATIVE PART OF THIS AGREEMENT.

SECTION 3. ADDITIONAL SERVICES

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT

- (a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" EXHIBIT "B" "COMPENSATION" IS HEREBY INCLUDED AS AN OPERATIVE PART OF THIS AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed **(\$?) dollars**, unless additional compensation is approved in writing by the City Council or City Manager.
- (b) Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

-
- (c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.
 - (d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT'S work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT'S work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT'S work shall be deemed to have been accepted. CITY'S acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT'S work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

- (a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT'S performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.
- (a) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT'S address indicated for receipt of notices in this AGREEMENT.

-
- (b) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT'S business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors in interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

- (a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by the City Council or City Manager or his or her duly authorized representative.
- (b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT'S officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT'S officers, employees or agents are in any manner officials, officers, employees or agents of CITY.
- (c) Neither CONSULTANT, nor any of CONSULTANT'S officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any right CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY. Furthermore, Consultant agrees to be subject to the duties and obligations set forth in Section 15 of this AGREEMENT pertaining to indemnification if such liability arises against City for violation of this section.

SECTION 13. CONFLICTS OF INTEREST.

- (a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT'S performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.
- (b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

- (a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.
- (b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

-
- (c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of CONSULTANT'S conduct.
- (d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

- (a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, and hold harmless INDEMNITEES from and against, any and all liabilities, damages, judgments, reimbursement of reasonable related costs and expenses, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring to the extent found to be as a result of or caused by the CONSULTANT'S negligent performance of or negligent failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.
- (b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT shall reimburse City's reasonable defense costs tied directly to CONSULTANT'S determined percentage of fault as set forth in California Civil Code 2782.8 as it is written as of the date of this Agreement. Furthermore, per Civil Code 2728.8, a design professional consultant shall only be liable to the extent specified in Civil Code 2728.8. Upon notice from City, CONSULTANT shall defend INDEMNITEES by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. The insurance required to be maintained by CONSULTANT under Section 16 shall ensure CONSULTANT'S obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.
- (c) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 16 shall ensure CONSULTANT'S obligations under this section, but the limits of such insurance shall

not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

SECTION 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or delegate any portion of this AGREEMENT or the performance of any of CONSULTANT'S duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT'S staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT'S staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

- (d) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.
- (e) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.
- (f) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.
- (g) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT'S possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 21. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY:

George Avila, Public Works Director
405 E. El Monte Way
Dinuba, CA 93618

To CONSULTANT:

Notice shall be deemed effective on the date personally delivered or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 27. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This Agreement shall be construed and enforced in accordance with the laws of the State of California. The parties further agree that this Agreement is entered into and to be performed in Tulare County, California. To the fullest extent permitted by law, the parties waive the venue removal provisions pursuant to California Code of Civil Procedure § 394.

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to its costs for the litigation including expert witness fees and a reasonable sum and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 31. COUNTERPARTS.

This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties as of the date of the last signing party.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF DINUBA

CONSULTANT:

By _____
Name and Title _____

By _____
Luis Patlan
City Manager

APPROVED AS TO FORM:

Chad M. Lew, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"
COMPENSATION

EXHIBIT "C"

INSURANCE

- A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the City Manager or City Attorney, in full force and effect throughout the term of this AGREEMENT, 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 CONSULTANT, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONSULTANT shall provide the following scope and limits of insurance:
- a. Workers' compensation insurance with statutory limits, and employer's liability insurance with limits of not less than \$500,000 per accident.
 - b. Comprehensive general liability insurance with a combined single limit of not less than \$500,000 per occurrence covering injury to or death of any person or persons, and with limits of not less than \$500,000 per occurrence covering property damage. Such insurance shall 1) name the City of Dinuba, its appointed and elected officials, officers, employees and agents as insured; and 2) contain an endorsement that this insurance may not be canceled or reduced until thirty (30) days after the City Manager has received notice of such cancellation or reduction.
 - c. Comprehensive automobile liability insurance with a combined single limit of not less than \$500,000 covering per occurrence covering injury to or death of any person or persons, and with limits of not less than \$500,000 per occurrence covering property damage. Such insurance shall 1) name the City of Dinuba, its appointed and elected officials, officers, employees and agents as insured; and 2) contain an endorsement that this insurance may not be canceled or reduced until thirty (30) days after the City Manager shall have received notice of such cancellation or reduction.
- B. Insurance policies required by this AGREEMENT shall contain the following provisions:
- a. All Policies: Each insurance policy required by this paragraph shall be endorsed and state that the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to Elva Patino, Business Manager, 405 E. El Monte Way, Dinuba, CA 93618.
 - b. Workers' Compensation and Employer's Liability Coverage: Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONSULTANT.
 - c. General Liability and Automobile Liability Coverages:
 - i. CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONSULTANT performs; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

-
- ii. CONSULTANT'S insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONSULTANT'S insurance.
 - iii. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. Other provisions:

- a. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.
- b. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
- c. CONSULTANT shall furnish certificates and endorsements from each subcontractor identical to those CONSULTANT provides.
- d. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- e. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.