



# **CITY OF COALINGA**

*The Sunny Side of the Valley*

**REQUEST FOR PROPOSAL  
FOR  
ANALYTICAL TESTING SERVICES FOR THE CITY OF COALINGA WASTEWATER  
AND WATER TREATMENT PLANTS INCLUDING THE COALINGA CANAL TITLE 22  
TESTING**

Prepared By:

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Coalinga CA 93210

Deadline for Submissions: September 13, 2019 by Midnight

## REQUEST FOR PROPOSAL

### **INTRODUCTION AND PURPOSE:**

The City of Coalinga is seeking a qualified firm to be responsible for analyzing potable and wastewater samples. The qualified firm must be ELAP or NELAP certified to perform testing on water samples utilizing appropriate methodologies to satisfy the California Department of Public Health (CDPH) and the United States Environmental Protection Agency (US-EPA).

The qualified firm will need to be able to devote the necessary resources to completing this project with the highest level of service so the City will be able to meet all State and Federal regulations in a timely manner.

### **BACKGROUND AND SETTING:**

The city of Coalinga is located in the southwestern portion of the San Joaquin Valley in an area known as Pleasant Valley. Access to Coalinga is primarily by State Route 198 and by State Route 33, with Interstate 5 located approximately 13 miles to the east of town. The current population of the City of Coalinga is approximately 17,000 including the two prisons, Pleasant Valley and Coalinga State Hospital.

The City of Coalinga Water Filtration Plant was dedicated in April 1972 and for the first time in its history the City of Coalinga had a reliable and satisfactory source of water for its community. The plant relies on a conventional treatment process consisting of chemical pretreatment, flash mixing, flocculation, sedimentation, filtration, disinfection, and post chemical treatment. The original treatment plant was able to treat 8 million gallons per day and an expansion of the plant in 1993 allows the reliable treatment of up to 12 million gallons of water per day. The maximum amount of water treated in one month to date was 232 million gallons in July 2007. The average daily flow in 2008 was just above 3 million gallons. The treatment of the source water has changed somewhat over the 47 years of operation of the filtration plant. As new technology becomes available to meet the challenges of providing better water quality, modification and upgrades have been implemented. The latest major improvement was implemented in November 2005 with the change of secondary disinfection from free chlorine to chloramines.

The City's existing water system consists of the following:

1. A 12-mgd surface-water treatment plant that takes water from the California Aqueduct via the Coalinga Canal.
2. A filtered-water booster pump station that lifts the treated water in a series of 24-, 27- and 30-inch transmission mains leading to Coalinga.
3. Primary storage reservoirs, including the 2.8-MG Palmer reservoir, the 7.5-MG Derrick Reservoir, and the 5-MG Calaveras Reservoir. Nearly all of the water consumed within the City flows through the Derrick Reservoir while the Calaveras Reservoir is the primary storage for water flowing to the prisons.
4. Several supply to various oil companies and other rural customers outside of the City, including the 0.5-MG Oil King booster station and the Derrick booster pump station that feeds the 0.2-MG Northwest Reservoir.
5. The City distribution system consisting of water mains ranging in size from 4 to 16 inches. There are approximately 3,000 service connections providing water to the customers in the City.

## **SCOPE OF SERVICES AND NECESSARY TASKS:**

### **I. WATER QUALITY TESTING – SCOPE OF WORK**

#### **A. National Pollutant Discharge Elimination System (NPDES) Water Quality**

**Compliance Testing:** The qualified laboratory (or its contract laboratory which must be identified in the RFP) must be ELAP or NELAP certified. In addition, the qualified laboratory (or its contract laboratory) must provide demonstrated competence to perform the specified NPDES test methods required under the City's NPDES permit. The qualified firm and its contract laboratory must be able to demonstrate detection of constituents at or below the required detection limits established by EPA or the Regional Water Quality Control Board for constituents to be tested pursuant to the NPDES Permit. Below are examples of NPDES constituents the City monitors.

**Description:** NPDES Permit Constituent, Acute Toxicity TSS, Turbidity, BOD 20C 5-days, Settle able Solids. California Department of Public Health Water Quality Compliance Testing:

The qualified firm must be ELAP or NELAP certified to perform EPA approved methods. If the qualified firm uses a contract laboratory to perform the analyses, they also must be ELAP or NELAP certified to perform the methods for analyses. In addition, the qualified firm must identify its contract laboratory and the analysis it will perform. The qualified firm (or its contract laboratory) must be able to analyzed constituents in the California Regulations Related to Drinking Water Title 22. The qualified firm and its contract laboratory must be able to analyze constituents at or below the detection limits for reporting (DLR) prescribed in the most recent CDPH Consumer Confidence Report Guidelines. The qualified firm will be required to have all monthly compliance sample results reported by the 5<sup>th</sup> of the following month. The qualified firm will also be required to submit copies of the bacteriological monitoring results for all positive routine total coli form and all repeat samples directly to the CDPH.

### **C. UCMR IV Analyses:**

The fourth Unregulated Contaminant Monitoring Rule (UCMR 4) was published in the Federal Register on December 20, 2016. UCMR 4 requires monitoring for 30 chemical contaminants between 2018 and 2020 using analytical methods developed by EPA and consensus organizations. This monitoring provides a basis for future regulatory actions to protect public health.

#### **UCMR IV.**

1. Chemical Abstract Service (CAS) Registry Number
2. Sampling Locations
  1. Entry points to the distribution system (EPTDS)
  2. Source Water Intake Locations (SR)
  3. Stage 2 Disinfectants and Disinfection Byproducts Rule Sampling Locations (D/DBPR)
3. TOC and bromide samples must be collected at the same time as HAA samples. These indicator samples must be collected at a single source water intake using methods already approved for compliance monitoring.
  1. TOC methods include: SM 5310 B, SM 5310 C, SM 5310 D (21st edition), or SM 5310 B-00, SM 5310 C-00, SM 5310 D-00 (SM Online), EPA Method 415.3 (Rev. 1.1 or 1.2).
  2. Bromide methods include: EPA Methods 300.0 (Rev. 2.1), 300.1 (Rev. 1.0), 317.0 (Rev. 2.0), 326.0 (Rev. 1.0) or ASTM D 6581-12.
4. Regulated HAAs (HAA5) are included in the monitoring program to gain a better understanding of co-occurrence with currently unregulated disinfection byproducts.
  1. HAA5 includes: dibromoacetic acid, dichloroacetic acid, monobromoacetic acid, monochloroacetic acid, trichloroacetic acid.
  2. HAA6Br includes: bromochloroacetic acid, bromodichloroacetic acid, dibromoacetic acid, dibromochloroacetic acid, monobromoacetic acid, tribromoacetic acid.
  3. HAA9 includes: bromochloroacetic acid, bromodichloroacetic acid, chlorodibromoacetic acid, dibromoacetic acid, dichloroacetic acid, monobromoacetic acid, monochloroacetic acid, tribromoacetic acid, trichloroacetic acid.

### **D. Wastewater Effluent Monitoring:**

These are the current Tests the City of Coalinga is required to do to meet EPA and State requirements for waste water.(BOD, NO3-N, TDS, EC, TKN, GENERAL MINERAL, MBAS, AMMONIA, ALKALINITY, PH)

### **E. Rush Analyses:**

The qualified firm must be able to provide detail services for rush analyses. The qualified firm must provide a fixed percent cost increase based on the rush service request.

### **F. Sample Transport:**

The qualified firm must be able to provide sample transport service and chain of custody documentation for all samples, including travel blanks and spike samples to and from the City of Coalinga. The qualified firm must be able to transport and preserve samples according to EPA or Cal-EPA methods specified for each analysis. The firm must be able to provide sample transport service during the work week and emergency situations (i.e. water system contamination, storm season, etc.).

#### **G. Sample Matrix Schedule and Containers:**

The qualified firm must demonstrate to the City that it has a reliable sample matrix schedule system for the scheduling of sample pickup, delivery, and holding times for analysis. The qualified laboratory's sample matrix schedule system shall assist the City in its sampling requirements. The sample matrix schedule shall also help the qualified firm to provide City, in a timely manner, the correct number and type of sample containers, coolers, and ice chest for the analyses.

#### **H. Emergency Availability:**

The qualified firm must be able to provide services for the City of Coalinga during an emergency event such as a terrorist attack, natural calamities and unsafe drinking water alert. The qualified firm must be able to provide a list of contact numbers for a 24-hour emergency event. The emergency contact list shall have the person's latest home phone number and cellular number. The City also requests that the qualified firm be able to provide sample transport services for an emergency event.

#### **I. Quality Control and Quality Assurance:**

The qualified firm must demonstrate Quality Control (QC) and Quality Assurance (QA) of all laboratory analyses. Lab shall remain solely responsible for the quality of its Laboratory Testing Services and shall render such services in accordance with generally accepted analytical and environmental laboratory practice, EPA guidance documents for the Quality Control and Assurance of laboratory handling of samples and methodological care in analyzing such samples, and professionally recognized standards relating to the furnishing of laboratory services, consistent with Exhibit A and QA/QC requirements specified therein.[Note Exhibit A is attached hereto].The qualified firm must include QC and QA results when submitting results to the City.

#### **J. Analyses Results:**

The qualified firm must have the capability to submit regulatory results to California Department of Health Services Electronic Data Tracker (EDT). The qualified firm must be able to submit results to the City in a timely manner (i.e., at least five business days) prior to the regulatory reporting due dates.

#### **K. Contract Extension:**

The City of Coalinga requests that the qualified firm include prices for three (3) years with option to renew for two (2) additional years.

### **III. SUBMISSION REQUIREMENTS**

The Laboratory Firm selected for this service will be required to comply with the City's insurance requirements and complete the attached Certificate of Insurance form upon award of contract.

Laboratory Firm wishing to be considered for this project shall submit the following:

- A.** A detailed description of the qualifications of the Laboratory(s), including all sub-contracts to address all of the program elements.
- B.** A description of previous experience related to this type of project.
- C.** An outline of the specific services to be performed and the means by which the services will be performed.
- D.** Provide a turnaround time for sample analyses and laboratory results.
- E.** Provide an ELAP or NELAP Certification and, UCRM IV and other certifications applicable to the scope of work.
- F.** A time schedule for completion of the services outlined (exclusive of City review time frames).
- G.** A fee proposal based on the scope of services and necessary tasks identified earlier in the RFP.
- H.** A letter of acknowledgment from the insurance carrier stating all the City's insurance provisions will be met. Attached are the City's standard insurance requirements.

### **SUBMITTAL REQUIREMENTS:**

An electronic copy, emailed to [auribe@coalinga.com](mailto:auribe@coalinga.com), of the proposal must be received no later than **Midnight on September 13, 2019**. Late proposals will not be considered.

### **EVALUATION:**

The Proposals will be evaluated utilizing the following selection criteria: cost, references; firm qualifications and experience.

The City reserves the right to reject any and all Proposals submitted. Any Contract awarded for the services specified under this request for proposal will be made to the consultant who, in the opinion of the City, is best qualified.

### **SELECTION PROCESS:**

Proposals Due:	September 13, 2019 by Midnight
Consultant Selection:	September 16, 2019
Negotiation of Professional Services Agreement	September 16 <sup>th</sup> – September 20 <sup>th</sup>
City Council Approval of Professional Services Agreement	October 3, 2019

**PROFESSIONAL SERVICES AGREEMENT:**

Prior to the start of work, the selected consultant will be required to execute a Professional Services Agreement (PSA) with the City. A sample PSA has been attached to this RFP. The PSA may be amended by the City at any given time.

**QUESTIONS:**

Please submit all questions in writing to Anthony Uribe at [auribe@coalinga.com](mailto:auribe@coalinga.com).

# SAMPLE PROFESSIONAL SERVICES AGREEMENT

## **AGREEMENT FOR PROFESSIONAL SERVICES FOR [SERVICES]**

This Agreement for Professional Services (“Agreement”) is made and entered into this [DAY] day of [MONTH], by and between the City of Coalinga, a Municipal Corporation (“City”), and [PROVIDER] (“Provider”).

### RECITALS

- A. Provider represents to City that they are specially trained, experienced, licensed and competent to perform the services which will be required by this Agreement; and
- B. Provider represents to City that they possess the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Provider to render the services as set forth in this Agreement, as Exhibit 1.

NOW THEREFORE, in consideration of the mutual covenants set forth herein for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Retention of Provider.** Subject to the terms and conditions set forth herein, City retains Provider to perform the services identified in this Agreement, as an independent contractor and Provider hereby accepts this independent contractor appointment.
2. **Scope of Services.** The Provider shall perform professional services, in accordance with all the provisions of this Agreement. The Scope of Work is attached hereto as Exhibit 1. Provider shall correct any and all errors and/or omissions, which arise out of Provider’s negligence or intentional misconduct, in the performance of the Services and any documents resulting therefrom even though City has accepted said Services or documents. Provider shall make such corrections upon City’s request and at no cost or expense to City.
3. **Time of Performance.** This agreement shall remain in effect until [DATE]. Contract time of completion for individual projects will be agreed upon before assignment of each project to Provider. Services designated in the scope of work shall be completed on agreed date unless prior written approval for a time extension has been granted by [NAME].
4. **Compensation.** Compensation to be paid to Provider shall be in accordance with the fee schedule, Exhibit 2, subject to the Prevailing Wage Requirements which are available at the office of the Public Works Director. An estimate for cost of services for each project shall be submitted to the Public Works Director before commencement of work. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment. An increase in the fee schedule will be allowed at the beginning of year three of this agreement and when the Prevailing Wage for services included in this agreement increases by the same amount approved for increase by the Department of Industrial Relations.

5. **Method of Payment.** Provider shall submit monthly billings to City describing the work performed during the preceding month. Provider's bills shall include a brief description of the Services performed and the date the Services were performed the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Provider no later than 60 days after the date of submittal of a complete invoice for completed tasks and approval of the invoice by City staff.

6. **Extra Work.** At any time during the term of this Agreement, City may request that Provider perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Services, but which the parties did not include in the Scope of Work. Extra work will be performed on an hourly basis under the Provider's most current hourly fee schedule. Provider shall not perform, nor be compensated for Extra Work without written authorization from City.

7. **Termination.** This Agreement may be terminated by the City immediately and without notice for cause or by City without cause upon ten (10) days' written notice of termination to Provider. Upon termination, Provider shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold compensation due Provider in order to reimburse City for any losses, damages or expenses caused by Provider's default under this Agreement.

8. **Equal Opportunity Employment.** Provider represents that it is an equal opportunity employer and it shall not discriminate against any sub provider, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Provider shall also comply with all relevant provisions of City's programs or guidelines currently in effect as identified and provided to Provider by City.

9. **Insurance Requirements.**

a. Provider, at Provider's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. **Workers Compensation Coverage.** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

ii. **General Liability Coverage.** Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TWO MILLION AND NO/100 DOLLARS (\$2,000,000), twice the required occurrence limit.

iii. Automobile Liability Coverage. ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

iv. Professional Liability Coverage. Contractor will maintain Professional Liability coverage with limits no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence or claim, and TWO MILLION AND NO/100 DOLLARS (\$2,000,000) policy aggregate.

If Provider maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Provider.

Provider's insurance policies shall be "occurrence" policies and not "claims-made" coverage except for Professional Liability Coverage.

Provider may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Provider shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection a.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Provider to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require Provider to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

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

i. The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Provider including materials, parts, or equipment furnished in connection with such work or operations; products used by Provider; or automobiles owned, leased, hired or borrowed by Provider. General liability coverage can be provided in the form of an endorsement to Provider's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. For any claims related to this contract, Provider's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Provider's insurance and shall be non-contributory.

iii. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Provider hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Provider may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Provider agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. **Indemnification.** To the fullest extent allowable by law, Provider agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Provider's or its owners, directors, officers, managers, employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Providers responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole or active negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement. If Provider maintains additional coverage or higher limits than those required herein, then City shall be entitled to additional coverage or higher limits maintained by Provider.

11. **Independent Contractor Status.** It is understood and agreed that Provider, in the performance of the Services to be performed pursuant to this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of City. Provider shall obtain no retirement benefits or other benefits which accrue to City's employees and Provider hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between City and Provider.

12. **Provider's Books and Records.**  
a. Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for

services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Provider under this Agreement.

b. Provider shall maintain all documents and records that demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City. Copies of such documents shall be provided to the City for inspection at the City offices.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Provider's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in the City offices. Access to such records and documents shall be granted to any party authorized by Provider, Provider's representatives, or Provider's successor-in-interest.

13. **Professional Ability of Provider.** City has relied upon Provider's representations regarding its training and professional ability to perform the Services hereunder as a material inducement to enter into this Agreement. Provider shall therefore provide properly skilled personnel to perform all Services under this Agreement. The primary provider of the Services called for by this Agreement shall be [NAME] who shall not be replaced without the written consent of the City. All work performed by Provider under this Agreement shall be in accordance with the applicable professional standard of care and shall meet the local professional standard of quality ordinarily to be expected of competent persons in Provider's field of expertise working in Tulare County.

14. **Compliance with Laws.** Provider shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations in effect at the time the Agreement is executed. In addition, if the request for proposal to provide professional services which are the subject of this Agreement cited any federal or state financial assistance involved in the project for which the Services are provided, the Provider shall perform all services in accordance with all applicable federal and state laws, rates and regulations in effect at the time the agreement is executed.

15. **Licenses.** Provider represents and warrants to City that it has all licenses, permits, qualifications, and insurance which are legally required of Provider to lawfully and competently perform the Services. Provider represents and warrants to City that Provider shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and insurance which are legally required of Provider to lawfully and competently perform the Services. Provider shall maintain a City of Tulare business license.

16. **Assignment and Subcontracting.** The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Provider. Assignments of any or all rights, duties or obligations of the Provider under this Agreement will be permitted only with the express written consent of the City, which will not be unreasonably

withheld. Provider shall not subcontract any portion of the Services to be performed under this Agreement without the express written consent of the City, which will not be unreasonably withheld. If City consents to such subcontract, Provider shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall: (1) create any contractual relationship between City and sub Provider; (ii) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; (iii) or relieve Provider of any of its obligations and responsibilities under this Agreement.

17. **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court for the County of Tulare, State of California for any proceeding arising hereunder.

18. **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

19. **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

20. **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

21. **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California. Any action to enforce this Agreement is to be brought in Tulare County, California.

22. **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

23. **Mediation.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

24. **Authority to Enter Agreement.** Provider has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

25. **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

**CITY:**

City of Coalinga  
155 West Durian  
Coalinga, California 93210

**PROVIDER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY OF COALINGA, a Municipal Corporation

By: \_\_\_\_\_  
Marissa Trejo, City Manager

PROVIDER

By: \_\_\_\_\_  
[NAME], [POSITION]

APPROVED AS TO CONTENT:

ATTEST:

\_\_\_\_\_  
Trisha Whitfield  
Director of Public Works

\_\_\_\_\_  
City Clerk

**Exhibit 1**  
**Scope of Work**

SAMPLE

**Exhibit 2  
Fee Schedule**

SAMPLE