

ADDENDUM NO. 1
Issued - March 3, 2022

**TO REQUEST FOR QUALIFICATIONS FOR
North of River Sanitary District No. 1
Wastewater Treatment Plan Expansion Project
Engineering Design Services
(Dated February 22, 2022)**

NOTICE IS HEREBY GIVEN to interested parties that this addendum is being issued to make changes and/or provide clarification regarding the above-named Request for Qualifications (RFQ) that was issued by North of River Sanitary District No. 1 (NORS D or District). The following changes shall be made.

GENERAL – The password for the plant data spreadsheet located on the file sharing site is – wwtp

SECTION 2.4 – Add the following Note 1 to Table 2-1:

“Note 1 – The mandatory Pre-SOQ meeting on March 17th will be virtual and held via a web meeting platform. A separate invitation will be sent to interested parties. The meeting time will be 2:00 PM.”

SECTION 3.1 – Add the following sentence to Paragraph 1:


“The SOQ may contain 11x17 size sheets within the 40 pages. Sheets that are 11x17 shall be used for charts and figures only.”

SECTION 4.1 – Add the following sentence to Paragraph 7:

“Proof of insurance does not have to be provided with the SOQ. Refer to Section 3.2 for timing associated therewith.”

SECTION 6.0 – Insert the attached Standard Agreement into Appendix A.

APPROVED:



Josh Nord, PE

03/03/2022
Date

**AGREEMENT WITH CONSULTANT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT is made and effective on the ___ day of _____, 201__ by and between _____ (“Consultant”) and NORTH OF RIVER SANITARY DISTRICT NO. 1 (“District”) as follows:

1. **Project.** Consultant has been hired for the following project:

__ (the “Project”).
2. **Scope of Services.** Consultant agrees to provide and perform professional services as set forth in Exhibit “A” attached hereto and incorporated herein by reference.
3. **Schedule.** Consultant shall perform its services in accordance with the schedule set forth in Exhibit “A.”
4. **Compensation.** District will pay Consultant for all work, services, or products, according to the fees, rates, and terms set forth in Exhibit “B.” District will make progress payments to Consultant within thirty (30) days after District receives Consultant’s invoice(s).
5. **Changes.** The scope of services may be changed. Changes may include additions, deletions, or other revisions which may affect costs and time of performance. All Changes must be in writing, signed by both parties, and expressly authorized by District. The fees or rates set forth in Exhibit “B” will determine the cost or credit to District resulting from any changes. If the methods in Exhibit “B” do not apply to a change, the parties must determine the cost or credit to the District by mutual agreement, in writing, signed by both parties.
6. **Independent Contractor.** Consultant is an independent contractor and not an employee or agent of District. This Agreement does not form a partnership or association between District and Contractor. District will not make any federal or state tax withholdings, or workers’ compensation payment on Consultant’s behalf.
7. **Indemnification.** Contractor must indemnify District (including District’s directors, officers, employees, agents, successors and assigns) against all claims, loss, damage, charge or expense, causes of action or demands whatsoever against District, administrative or judicial tribunals of any kind, arising from or connected with Consultant’s (including Consultant’s employees, agents, independent contractors, companies, or subcontractors) performance of this Agreement, except for District’s sole active negligence or willful misconduct.

8. **Direction.** Consultant controls and directs the manner in which the services described in this Agreement are performed, but must consult with District as set forth in Exhibit "A." District has final Project approval.
9. **Professional Expertise.** Consultant represents that Consultant has the professional expertise necessary to provide the services required under this Agreement.
10. **Compliance with Laws.** Consultant must comply with all federal, state, and local requirements with respect to its employees, methods, and procedures used while performing this Agreement. Consultant must submit a completed Internal Revenue Service Department of the Treasury Form W-9 (Request for Taxpayer Identification Number and Certification) prior to commencing work under this Agreement. While District may observe Consultant's performance of services from time to time, such observation will exclude review of Consultant's safety measures. Consultant has the exclusive responsibility for complying with all safety-related laws.
11. **Liens.** Consultant (including Consultant's employees, agents, independent contractors, companies, or subcontractors) must not allow any liens to attach to the work or property involved under this Agreement, as a direct or indirect result of Consultant's (including Consultant's employees, agents, independent contractors, companies, or subcontractors) work.
12. **Insurance Requirements.** Consultant must maintain, in effect, and at all times, at least the coverages and limits of insurance set forth in this paragraph, with insurers satisfactory to District. Consultant must provide District, immediately upon execution of this Agreement, and prior to Contractor commencing work, all certificates of insurance and proof of policy endorsement for additional insured and waiver of subrogation requirements, executed by the insurer in form satisfactory to District. Certificates of insurance must contain the following statement relative to cancellation:

"Should any of the described policies be canceled before the expiration date thereof, the issuing company will mail 30 days' written notice to the named certificate holder."
- a. **Workers' Compensation.** Workers' Compensation insurance in accordance with statutory requirements and Employers' Liability insurance with limits of not less than \$1,000,000.

The policy shall be endorsed to provide that the insurer waives any right of subrogation it may acquire against the District, its directors, officers, and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured.

- b. **Commercial General Liability.** Commercial General Liability insurance, including Contractual Liability, required as set forth below:

Bodily Injury and Property Damage coverage in limits not less than \$1,000,000
General Aggregate

Products-Completed Operations coverage in limits not less than \$1,000,000
Aggregate

Personal & Advertising Injury in limits not less than \$1,000,000

Each Occurrence in limits not less than \$1,000,000

- c. **Business Automobile Liability.** Business Automobile Liability insurance, including Owned, Hired and Non-Owned Autos, required as set forth below:

Bodily Injury and Property Damage coverage in a combined single limit of not less than \$1,000,000.

- d. **Aircraft Liability.** Aircraft Liability insurance (if applicable)

Bodily Injury and Property Damage coverage, including passengers, in a combined single limit of not less than \$ N/A.

- e. **Professional Liability.** Professional Liability insurance in a limit not less than \$1,000,000, including Contractual Liability coverage.

The above liability policies, except the Workers' Compensation and Employers' Liability and the Professional Liability policies, must name District as an additional insured with respect to all services Consultant performs for District.

The insurance afforded to these additional insureds is primary insurance. If the additional insureds have other insurance which might be applicable to any loss the amount of this insurance shall not be reduced or prorated by the existence of such other insurance.

13. **Termination of Agreement.** Consultant may terminate this Agreement by giving District ten (10) days written notice if District substantially fails to perform the Agreement through no fault of Consultant. But, District may void Consultant's termination by curing District's performance failures within those ten (10) days. District may terminate this Agreement with or without cause by giving Consultant written notice. If District terminates the Agreement and Consultant has not breached the Agreement, Consultant must be paid for services rendered up to the date of termination in accordance with paragraph 4 of this Agreement.

14. **Assignment.** This Agreement binds all partners, successors, executors, administrators and assigns of both parties. Except as set forth in Exhibit "A," neither party may assign its interest in this Agreement without both parties' prior written consent.
15. **Severability.** The invalidity of a provision will not negate the validity of any other provision. Invalid provisions are severable from the Agreement.
16. **Review and Investigation by Subconsultant.** Consultant has reviewed the scope of services and made its own investigation concerning such services. Consultant has sufficient information to enter into this Agreement and to perform the services required under this Agreement. Consultant agrees that District has not made any representations or warranties concerning the scope of services and that Consultant has relied solely upon its own review and investigation before entering into this Agreement.
17. **Asbestos/Hazardous Materials.** Consultant must comply with all federal and state rules and regulations governing the identification, handling, containment, abatement, or any other contact with any asbestos or hazardous materials ("asbestos/hazardous materials laws") if asbestos or hazardous materials affect the services performed under this Agreement. Consultant must not request District's assistance in complying with asbestos/hazardous materials law, and must immediately notify District if Consultant knows that any District employee is in any way assisting Consultant in complying with asbestos/hazardous materials laws.
18. **Dispute Resolution.** The parties will in good faith try to resolve all disputes related to this Agreement without litigation. If a dispute cannot be resolved, either party may request mediation by doing so in writing, and specifying the facts of the dispute. The parties must mutually select the mediator. The parties must equally split mediation costs. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system. All litigation must be commenced in Kern County, California.
19. **Attorneys' Fees.** If litigation is initiated, each party must pay its own attorneys' fees and court costs.
20. **Amendment.** This Agreement may only be modified by a written amendment signed by both parties.
21. **Other Agreements.** This Agreement, including referenced documents and exhibits, is the entire agreement between the parties. There are no other understandings or agreements except as contained and referenced in this Agreement
22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitutes the same Agreement.

23. **Governing Law.** California law governs this Agreement.

IN WITNESS WHEREOF, District and Consultant execute this Agreement this _____ day of _____, 20____.

“DISTRICT”
NORTH OF RIVER SANITARY
DISTRICT NO. 1

“Consultant”

By: _____

By: _____

Title: _____

Title: _____

LIST OF EXHIBITS:

- Exhibit “A” Scope of Services / Schedule
- Exhibit “B” Compensation

