

AGREEMENT FOR ENGINEERING AND DESIGN SERVICES FOR REDWOOD WATER TANK REPLACEMENT PROJECT

This Agreement is made and entered into by and between County of Lake, hereinafter referred to as “District”, and PACE Engineering, Inc., hereinafter referred to as “Consultant”, collectively referred to as the “parties”.

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to District the services described in the Scope of Services attached hereto and incorporated herein as Exhibit “B” at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibits, the Agreement shall prevail.
2. **TERM.** This Agreement shall commence on February 1, 2026, and shall terminate on June 30, 2027, unless earlier terminated as hereinafter provided. In the event District desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.
3. **COMPENSATION.** Consultant has been selected by District to provide the services described hereunder in Exhibit “B” (Scope of Services), attached hereto. Compensation to Consultant shall not exceed One hundred twenty-eight thousand five dollars (\$128,005.00).

The District shall compensate Consultant for services rendered, in accordance with the provisions set forth in Exhibit “C” (Fiscal Provisions), attached hereto, provided that Consultant is not in default under any provisions of this agreement. Compensation to Consultant is contingent upon appropriation of federal, state and county funds.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by District upon 30 days written notice to consultant. In the event of non-appropriation of funds for the services provided under this Agreement, the District may terminate this Agreement, without termination charge or other liability. Upon termination, Consultant shall be paid a prorated amount for the services provided up to the date of termination.
5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Consultant and District executed by the Special Districts Administrator.

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

Special Districts Administration
230 N. Main St
Lakeport, CA 95453
Attn: Robin Borre Administrator

Pace Engineering.
5155 Venture Parkway.
Redding, CA 96002
Attn: Steven Wilson Principal Engineer

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:
 - Exhibit A – Definitions
 - Exhibit B – Scope of Services
 - Exhibit C – Fiscal Provisions
 - Exhibit D – Compliance Provisions
 - Exhibit E – Consultant’s Proposal dated January 15th, 2026, including attached Exhibit A (Cost Estimate) and 2026 Fee Schedule

8. **TERMS AND CONDITIONS.** Consultant warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

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9. INTEGRATION. This Agreement, including all Exhibits and the Consultant's Proposal dated January 15, 2026, with attached Exhibit A (Cost Estimate) and 2026 Fee Schedules, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, proposals, and negotiations.

Executed at _____, California on _____.

COUNTY OF LAKE

CONSULTANT



CHAIR, Board of Supervisors

Steven Wilson, PE, Principal Engineer of PACE Engineering.

RCE 69335

RSE 5993

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

By: _____



Digitally signed by Lloyd C. Guintivano
DN: cn=Lloyd C. Guintivano, c=US,
o=County of Lake, ou=Office of the County
Counsel,
email=Lloyd.Guintivano@lakecountyca.gov
Date: 2026.06.12 16:33:34 -07'00'

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EXHIBIT “A” – DEFINITIONS

CalOSHA: California Occupational Safety and Health Administration

CFR: Code of Federal Regulations

HIPAA: Health Insurance Portability and Accountability Act of 1996

ODS: Outside Diameter Steel

PDF: Portable Document Format

PS&E: Plans, Specifications and Estimate

QA/QC: Quality Assurance / Quality Control

RACI: Responsible, Accountable, Consulted, Informed

RFI: Request For Information

USC: United States Code

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EXHIBIT “B” – SCOPE OF SERVICES

1. CONSULTANT RESPONSIBILITIES – The Scope of Services shall be as described in the Consultant’s Proposal dated January 15, 2026 (Revision 1), including its attached Cost Estimate (PACE Proposal Exhibit A) and 2026 Fee Schedules, which are incorporated herein by reference as Exhibit E.

Consultant shall perform the following tasks (detailed scope, deliverables, and costs as set forth in Exhibit E):

Task 1 – Project Management and Coordination

Task 1 – Consultant shall provide ongoing project management, contract management, quality control/quality assurance (QC/QA), scheduling, monthly invoicing, and coordination with the District, subconsultants (including KC Engineering Co.) and stakeholders.

Deliverables:

- Monthly invoices and detailed labor hours by classification
- Progress reports and schedule updates

Task 2 – Preliminary Engineering Services

Task 2 – Obtain updated geotechnical/seismic design parameters from subconsultant KC Engineering Company. for compliance with the 2025 California building code. Conduct on-site kick-off meetings and site walkdown to verify existing conditions of tanks 3 and 4. Review all existing project data and prior design documents.

Deliverables:

- Updated Seismic Parameters
- Meeting Agenda Minutes
- Site visit Summary

Task 3 – Prepare updated Construction Documents

Consultant shall update the Project Manual, technical specifications, and drawing package (approximately 17 sheets) to reflect current codes and site conditions. Structural Engineer shall review and revise tank foundation and anchorage design for current seismic requirements. Consultant shall submit draft documents for District review, incorporate comments, and provide final stamped and signed documents suitable for bidding and construction.

Deliverables:

- Draft and Final PS&E to include one (1) stamped and signed set of plans, technical specifications and engineers estimate along with PDF format electronic copies of all.

Task 4 – Services During Bidding – Consultant shall:

- Attend pre-bid job walk
- Respond to Requests for Information (RFIs)

Task 5 – Services During Construction – Consultant shall provide limited construction support including:

1. Review of submittals for compliance
2. Respond to Contractor questions and RFIs.
3. Geotechnical observations during over-excavation (by KC Engineering)
4. Concrete cylinder testing and soil compaction curve/proctor (by KC Engineering).
5. Construction staking (two trips – one per tank)

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6. Limited construction observation (10 trips total) at critical hold points and final site visit to verify completion of punch list items:
 - Compaction testing of engineered fill under tank (2 trips)
 - Footing formwork, rebar, and anchor bolt review (2 trips)
 - Concrete sampling during footing pour (2 trips)
 - Tank construction and coating holiday testing (2 trips)
 - Punch List site visits (2 trips)
7. Processing of certified payroll for prevailing wage work.
8. Assist District with project closeout activities.

Exclusions:

- Full bidding administration (handled by District)
- Full-time construction observation or administration
- Preparation of Record (As-Built) Drawings
- Verification of AIS or BABA requirements (not required by funding source)

2. **REPORTING REQUIREMENTS.** Consultant shall submit monthly progress reports with their invoice in a format approved by District.

3. **RECORDS RETENTION.** Consultant shall prepare, maintain and/or make available to District upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Consultant shall retain the records until resolution of litigation or audit. After the retention period has expired, Consultant assures that confidential records shall be shredded and disposed of appropriately.

4. **DISTRICT RESPONSIBILITIES.**

- 4.1 District will provide Consultant with the following data, and information to support the design if available:
- Water and sewer as-built drawings
 - Mark utilities in the field prior to survey
 - Other pertinent information

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EXHIBIT “C” – FISCAL PROVISIONS

1. CONSULTANT’S FINANCIAL RECORDS. Consultant shall keep financial records for funds received hereunder, separate from any other funds administered by Consultant, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget’s Cost Principles.

1.1 The Approved budget is based on the detailed breakdown in Consultant’s January 15, 2026, proposal Exhibit A.

2. INVOICES.

2.1 Consultant’s invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing and shall be itemized and formatted to the satisfaction of the District.

2.2 District shall make payment within 30 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due to warrant or when requested by the Consultant and approved by the Assistant Purchasing Agent.

2.3 Invoices should be itemized by task order and labor classification per the approved 2026 Fee schedule.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

3.1 Consultant warrants that it shall comply with all audit requirements established by District and will provide a copy of Consultant’s Annual Independent Audit Report, if applicable.

3.2 District may conduct periodic audits of Consultant’s financial records, notifying Consultant no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Consultant shall allow District, or other appropriate entities designated by District, access to all financial records pertinent to this Agreement.

3.3 Consultant shall reimburse District for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of District.

4. BUDGET. The Consultant shall submit, in advance, a detailed budget, in the format provided by District for review and approval by the District. Consultant shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the District.

5. EXPENDITURE OF FUNDS.

5.1 Funds payable through this agreement shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved of in the budget.

5.2 District reserves the right to refuse payment to Consultant or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

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EXHIBIT "D" – COMPLIANCE PROVISIONS

1. INFORMATION INTEGRITY AND SECURITY.

Consultant shall immediately notify District of any known or suspected breach of personal, sensitive and confidential information related to Consultant's work under this Agreement.

2. NON-DISCRIMINATION.

Consultant and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Consultant and its sub-consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its sub-consultants shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, §12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, §11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Consultant and its sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

3. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, this contract qualifies as a "federally assisted construction contract" under 41 CFR 60-1.3. The Consultant and its subconsultants shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." During the performance of this contract, the Consultant agrees as follows:

3.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

3.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3.3 The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

3.4 The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or

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workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3.5 The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

3.6 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

3.7 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3.8 The Consultant will include the portion of the sentence immediately preceding paragraph 3.1 and the provisions of paragraphs 3.1 through 3.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The Consultant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Consultant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Consultant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Consultant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Consultant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Consultant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Consultant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT.

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4.1 For all prime construction contracts exceeding \$2,000, the Consultant shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, 3146-3148) and its regulations (29 CFR Part 5), ensuring laborers and mechanics are paid prevailing wages as determined by the Secretary of Labor, at least weekly. The Consultant shall include the current prevailing wage determination in solicitations and ensure subcontractors comply. The Consultant shall also comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145) and its regulations (29 CFR Part 3), prohibiting inducement of employees to give up any part of their compensation. The Consultant shall report all suspected or reported violations to the District, which will report to the Federal awarding agency.

5. CONTRACT HOURS AND SAFETY STANDARDS ACT

5.1 For all contracts exceeding \$100,000 that involve the employment of mechanics or laborers, the Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). The Consultant shall ensure that each mechanic and laborer is paid wages computed on a standard 40-hour work week, with overtime compensated at not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours per week. No laborer or mechanic shall be required to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to purchases of supplies, materials, or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence. The Consultant shall ensure all subcontractors comply with these provisions.

6. BYRD ANTILOBBYING AMENDMENT

6.1 For this contract exceeding \$100,000, the Consultant certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempt to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or other award covered by 31 U.S.C. 1352. The Consultant shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using Standard Form-LLL, "Disclosure Form to Report Lobbying," and forward such disclosures to the District. The Consultant shall ensure that these requirements are included in all subcontracts and that subcontractors comply.

7. PROCUREMENT OF RECOVERED MATERIALS

7.1 The Consultant, as a contractor to a State of California ("State") or agency of a political subdivision, shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962), and EPA guidelines (40 CFR Part 247). For items exceeding \$10,000 or where the quantity acquired in the preceding fiscal year exceeded \$10,000, the Consultant shall procure designated items containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Consultant shall establish an affirmative procurement program for recovered materials and procure solid waste management services that maximize energy and resource recovery. The Consultant shall ensure subcontractors comply with these requirements.

8. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICE OR EQUIPMENT

8.1 The Consultant is prohibited from using any federal funds under this Agreement to procure, obtain, extend, or renew contracts for covered telecommunications equipment or services, as defined in section 889 of Public Law 115-232. Covered equipment or services include those produced or provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company (or their subsidiaries/affiliates), or any entity owned or controlled by a covered foreign country, as determined by the Secretary of Defense or other federal authorities. The Consultant shall ensure that no covered

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equipment or services are used as a substantial or essential component of any system or critical technology in this project. The Consultant shall ensure subcontractors comply with these prohibitions.

9. DOMESTIC PREFERENCES FOR PROCUREMENTS

9.1 To the greatest extent practicable and consistent with law, the Consultant shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, as defined in 2 CFR 184. For iron and steel products, all manufacturing processes, from initial melting to coating application, must occur in the United States. The Consultant shall include this requirement in all subcontracts and purchase orders under this Agreement and ensure subcontractor compliance.

Note: It is understood by both parties that this is a FEMA Hazard Mitigation Grant-funded project and that compliance with American Iron and Steel (AIS) or Build America, Buy America (BABA) requirements are not required per the funding source. Consultant's services do not include verification of AIS/BABA compliance.

10. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

10.1 The Consultant certifies to the best of its knowledge and belief, that it and its subconsultants:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

10.2 Consultant shall report immediately to District, in writing, any incidents of alleged fraud and/or abuse by either Consultant or Consultant's subconsultant. Consultant shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by District.

11. AGREEMENTS IN EXCESS OF \$100,000. Consultant shall comply with all applicable orders or requirements issued under the following laws:

6.1 Clean Air Act, as amended (42 USC 7401, et seq.).

6.2 Clean Water Act, as amended (33 USC 1251, et seq.).

6.4 Environmental Protection Agency Regulations (40 CFR, and Executive Order 11738).

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7. INDEMNIFICATION AND HOLD HARMLESS.

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

Consultant's obligations under this Section shall survive the termination of the Agreement.

7. **STANDARD OF CARE.** Consultant represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner according to generally accepted practices.

7. **INTEREST OF CONSULTANT.** Consultant assures that neither it nor its employees has any interest, which would conflict in any manner or degree with the performance of services hereunder.

9. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within ten (10) days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

10. INSURANCE.

10.1 Consultant shall procure and maintain Workers' Compensation Insurance for all of its employees.

10.2 Consultant shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent consultant's liability.

10.3 Consultant shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Consultant's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

10.4 Consultant shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Consultant is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

10.5 Consultant shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to District certificates of insurance naming the District and the State as additional insured. Consultant agrees to provide to District, at least 30 days prior to expiration date, a new certificate of insurance.

10.6 In case of any subcontract, Consultant shall require each subconsultant to provide all of the same coverage as detailed hereinabove. Subconsultants shall provide certificates of insurance naming the District and State as additional

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insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Consultant shall not allow any subconsultant to commence work until the required insurances have been obtained.

10.7 For any claims related to the work performed under this Agreement, the Consultant's insurance coverage shall be primary insurance as to the District, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, agents or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

10.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provisions:

The District, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Consultant's insurance on Form CG 20 10 11 85.

The State, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Consultant's insurance on Form CG 20 10 11 85.

Consultant shall not commence work under this Agreement until Consultant has had delivered to District the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

10.9 Insurance coverage required of Consultant under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Consultant for liability in excess of such coverage, nor shall it preclude District from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of District to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

10.10 Any failure of Consultant to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

11. ATTORNEY'S FEES AND COSTS. If any 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 attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

12. ASSIGNMENT. Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of District except that claims for money due or to become due Consultant from District under this Agreement may be assigned by Consultant to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to District. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

13. PAYROLL TAXES AND DEDUCTIONS. Consultant shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

14. INDEPENDENT CONSULTANT. It is specifically understood and agreed that, in the making and performance of this Agreement, Consultant is an independent Consultant and is not an employee, agent or servant of District.

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Consultant is not entitled to any employee benefits. District agrees that Consultant shall have the right to control the manner and means of accomplishing the result Agreed for herein.

Consultant is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Consultant and Consultant's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

- 15. OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Consultant hereunder are the property of District.
- 16. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
- 17. ADHERENCE TO APPLICABLE DISABILITY LAW.** Consultant shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.
- 18. HIPAA COMPLIANCE.** Consultant will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.
- 19. SAFETY RESPONSIBILITIES.** Consultant will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Consultant agrees that in the performance of work under this Agreement, Consultant will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
- 20. JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California.
- 21. RESIDENCY.** All independent Consultants providing services to District for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.
- 22. NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.
- 23. DRUG FREE WORKPLACE CERTIFICATION.** By signing this agreement, Consultant and its sub-consultants hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
 - A. Publishing a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specify actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Consultants policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and

**AGREEMENT FOR ENGINEERING AND DESIGN SERVICES FOR REDWOOD WATER TANK
REPLACEMENT PROJECT**

- iv. Penalties that may be imposed upon employees, contractors and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this agreement:
- i. Will receive a copy of the Consultants drug-free policy statement, and
 - ii. Will agree to abide by terms of Consultant's condition of employment, contract or subcontract.
- 24. INCOME RESTRICTIONS.** The Consultant agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Consultant under this Agreement shall be paid by the Consultant to the District, to the extent that they are properly allocable to costs for which the Consultant has been reimbursed by the District under this Agreement.
- 25. INSPECTION OF PROJECT BY STATE.** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Agreement.

**AGREEMENT FOR ENGINEERING AND DESIGN SERVICES FOR REDWOOD WATER TANK
REPLACEMENT PROJECT**



5155 VENTURE PARKWAY
REDDING, CA 96002
(530) 244-0202

Exhibit E PROPOSAL

January 15, 2026

Scott Hornung, Deputy Administrator
County of Lake, Special Districts
230 N. Main Street
Lakeport, CA 95453
scott.hornung@lakecountyca.gov

Dear Scott,

Subject: Redwood Water Tanks Replacement Project – Phase 2
Proposal for Engineering Services, Revision 1

This proposal revises our original proposal dated August 15, 2025, to reduce our overall fee estimate to match the funding agency threshold of \$128,000. Additionally, our fee estimate was revised to reflect our 2026 Fee Schedules (attached). Lastly, our construction observation trips during construction were reduced from 12 to 10.

PACE Engineering, Inc. (PACE) appreciates the opportunity to submit this proposal for engineering services regarding the subject project. In 2019, PACE provided engineering services for the original Redwood Water Tanks Replacement Project (Project). The Project included replacement of four existing redwood tanks (Tank Nos. 1, 2, 3, and 4). However, due to funding limitations, the County of Lake (County) was only able to fund construction for replacement of Tank Nos. 1 and 2 at that time. It is our understanding that the County has received a FEMA Hazard Mitigation Grant to fund replacement of the two remaining redwood tanks (Tank Nos. 3 and 4). The County is anticipated to bid the Project in 2026 with construction of the replacement tanks to occur in 2026/2027.

Our proposed Scope of Services and fee are as follows:

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT AND COORDINATION

Project management activities, including contract management and quality control services, will be performed on an ongoing basis throughout the Project. These tasks are not necessarily discrete tasks to be estimated separately but are to be included in the overall time allocated to PACE's project management. Discrete tasks are anticipated to include monthly invoicing, scheduling, and coordination amongst PACE, PACE subconsultants, and County staff, and quality assurance/quality control activities to ensure deliverables meet the requirements of the County, industry standards, and appropriate regulatory agencies.

TASK 2 – PRELIMINARY ENGINEERING SERVICES

Preliminary engineering services will include the following subtasks:

1. Obtain revised geotechnical seismic design parameters from the project geotechnical engineer. This will be provided by PACE subconsultant, KC Engineering Company (KCE). The original Project was designed under the 2016 California Building Code (CBC). The current code now in effect is the 2025 CBC. We have seen seismic parameters increase with the new code. This is necessary to ensure the tanks, foundations, and anchorage comply with current-code seismic design values.
2. On-site project kickoff meeting/site walkdown to verify the existing conditions of Tanks 3 and 4. This is necessary to verify any changes that may have occurred over the last six years since our original design work occurred.
3. Review of all existing Project data so Project team members can familiarize themselves with the important aspects of the Project as necessary for preparing revised Contract Documents.

TASK 3 – PREPARE UPDATED CONSTRUCTION DOCUMENTS

PACE will update the current Project Manual and Drawing package as necessary to include the work for Tank Nos. 3 and 4. Additionally, the Contract Documents will be revised to reflect all necessary code and/or regulatory requirements that have changed since the original design in 2019. PACE's Structural Engineer will perform a review of the existing tank foundation and anchorage design to ensure compliance with current code requirements.

PACE will issue draft documents for County staff review and comment. Followed by final stamped/signed documents suitable for bidding and construction.

TASK 4 – SERVICES DURING BIDDING

It is understood that the County will provide bidding administration and handle bid advertisement through CIP List or Virtual Bid. Therefore, it is anticipated the PACE will provide limited services during bidding to include:

1. Attendance at the pre-bid job walk by PACE's project manager.
2. Provide response to RFIs during bidding.
3. Assist with addendum preparation during bidding.

TASK 5 – SERVICES DURING CONSTRUCTION

It is understood that the County will provide construction administration, and PACE's services during construction are anticipated to be limited to the following:

1. Review submittals for compliance with Construction Documents.
2. Review and respond to questions from the Contractor during construction.
3. Geotechnical observations of the tank site over excavation (to be performed by PACE subconsultant KCE).
4. Concrete cylinder testing and development of a soil compaction curve/laboratory proctor curve for overexcavation backfill (to be performed by PACE subconsultant KCE).

5. Construction staking. Provide two staking trips (one for each tank site) during construction.
6. Provide limited construction observation (10 trips) at critical hold points anticipated to be as follows:
 - a. Compaction testing of engineered fill under tank (2 trips).
 - b. Footing formwork, rebar, and anchor bolt review (2 trips).
 - c. Concrete sampling during footing pour (2 trips).
 - d. Tank construction and coating holiday testing (2 trips).
 - e. Punch list site visits (2 trips).
 - f. Final site visit by PACE’s project manager to verify completion of all punch list items.
7. Provide processing of certified payroll for PACE’s prevailing wage work.
8. Assist County with project closeout activities.

We have reviewed the hours incurred by PACE during construction of Tanks 1 and 2 and have budgeted similar amounts for Tanks 3 and 4. It is understood that construction funding may be limited once final bids are received. At that time, PACE can re-evaluate our proposed services during construction and adjust to suit the County’s available construction budget.

FEE

We propose to perform the Scope of Services described herein (and itemized on the attached Exhibit A) on a time-and-expense basis at our standard hourly rates per attached Fee Schedules. Our estimated total fee is \$128,005 broken out by task as follows:

Task 1 – Project Management:	\$6,072
Task 2 – Preliminary Engineering:	\$8,806
Task 3 – Construction Documents:	\$30,894
Task 4 – Services During Bidding:	\$12,666
Task 5 – Services During Construction:	<u>\$69,567</u>
TOTAL FEE:	\$128,005

EXCLUSIONS

The following services are not included in the above Scope of Services:

1. Bidding administration. It is anticipated that the County will be handling bidding administration and advertising the Project to bid.
2. Construction administration services except as noted herein.
3. Completion of Project Record Drawings.
4. Full-time construction observation during construction. It is anticipated that the County will provide inspections, with PACE only providing observations at critical hold points as indicated herein.
5. Verification of compliance with American Iron and Steel (AIS) or Buy American, Build America (BABA) requirements. It is our understanding that the funding source for this Project does not require compliance with AIS or BABA.

Thank you again for the opportunity to submit this proposal for engineering services. We look forward to working with the County on this Project and will dedicate the necessary engineering staff to accomplish the County's desire to bid the Project this year. Please let me know if you have any questions regarding this proposal.

Sincerely,



Steven Wilson
Principal Engineer
Enclosures

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EXHIBIT A
LAKE COUNTY SPECIAL DISTRICTS
REDWOOD WATER TANKS REPLACEMENT PROJECT —
PHASE 2 SUMMARY OF TASKS AND ESTIMATED MAN-
HOURS AND FEES
January 15, 2026

Work Task	Task Description	Work Hours											Total Hours/Fee		
		Principal Engineer	Senior Engineer	Associate Engineer	Staff Engineer 3	Staff Engineer 2	Constr Observer PW	Constr Observer PW OT	Two-Man Survey Crew PW	Two-Man Survey Crew OT PW	Engineer Tech 4 Drafting	Admin Clerk 2			
Task 1 - Project Management and Coordination															
1.1	Monthly invoicing	6												6	
1.2	Scheduling and ongoing project coordination	6												6	
1.3	Maintenance of project files	6												6	
1.4	Quality control/Quality assurance	5												5	
	Estimated Man-Hours	23	0	0	0	0	0	0	0	0	0	0	0	23	
	Hourly Rate	\$264	\$243	\$218	\$196	\$185	\$236	\$279	\$499	\$590	\$185	\$103			
	Estimated Fee	\$6,072												\$6,072	
Task 2 - Preliminary Engineering Services															
2.1	Provide updated geotechnical/seismic design values for 2022 CBC													(Subconsultant: KC Engineering Co., Redding, CA)	\$2,000
2.2	Site visit to confirm/verify existing conditions at Tank 3 and Tank 4	9				9									18
2.3	Review existing project documentation	4			4	5									13
	Estimated Man-Hours	13	0	0	4	14	0	0	0	0	0	0	0	31	
	Hourly Rate	\$264	\$243	\$218	\$196	\$185	\$236	\$279	\$499	\$590	\$185	\$103			
	Estimated Fee	\$3,432			\$784	\$2,590								\$8,806	
Task 3 - Prepare Updated Construction Documents															
3.1	Revise/edit Project Manual front end bid legal docs	16											16	32	
3.2	Revise/edit (structural, civil, electrical) technical specifications for current code and updates	2			12	10							12	36	
3.3	Revise tank structural design for current-code seismic values	2			14									16	
3.4	Revise drawing package for bidding Tanks 3 and 4 and incorporate code-required structural changes (17 sheets)	5		16	16	16					8			61	
3.5	Prepare and submit draft documents for County review and comment	2				2					2	2		8	
3.6	Address remaining comments and submit final documents for bidding	2				3					4	1		10	
	Estimated Man-Hours	29	0	16	42	31	0	0	0	0	14	31		163	
	Hourly Rate	\$264	\$243	\$218	\$196	\$185	\$236	\$279	\$499	\$590	\$185	\$103			
	Estimated Fee	\$7,656		\$3,488	\$8,232	\$5,735					\$2,590	\$3,193		\$30,894	
Task 4 - Services During Bidding															
4.1	Attend pre-bid job walk	9												9	
4.2	Assist with response to RFIs during bidding	6		6		6								18	
4.3	Assist with addendum preparation	6		8		8					8			30	
	Estimated Man-Hours	21	0	14	0	14	0	0	0	0	8	0		57	
	Hourly Rate	\$264	\$243	\$218	\$196	\$185	\$236	\$279	\$499	\$590	\$185	\$103			
	Estimated Fee	\$5,544		\$3,052		\$2,590					\$1,480			\$12,666	
Task 5 - Services During Construction															
5.1	Submittal review	14				50								64	
5.2	Respond to RFIs during construction	12				40								52	
5.3	Geotechnical observations during construction (2 site visits: 1 for each tank)													(Subconsultant: KC Engineering Co., Redding, CA)	\$4,800
5.4	Concrete cylinder testing and soil curve/laboratory proctor test													(Subconsultant: KC Engineering Co., Redding, CA)	\$1,800
5.5	Construction staking (2 trips: 1 for each site)								16	6				22	
5.6	Construction observation													0	
a	Compaction testing of engineered fill under tank (2 trips)						16	3						19	
b	Footing rebar and anchor bolt check (2 trips)						16	3						19	
c	Concrete sampling during footing pour (2 trips)						16	3						19	
d	Tank construction and coating holiday testing (2 trips)						16	3						19	
e	Punch list site visit (2 trips)						16	3						19	
f	Final site visit	9												9	
5.7	Process certified payroll for prevailing wage work												10	10	
5.8	Project closeout		6											6	
	Estimated Man-Hours	35	6	0	0	90	80	15	16	6	0	10		258	
	Hourly Rate	\$264	\$243	\$218	\$196	\$185	\$236	\$279	\$499	\$590	\$185	\$103			
	Estimated Fee	\$9,240	\$1,458			\$16,650	\$18,880	\$4,185	\$7,984	\$3,540		\$1,030		\$69,567	
Total Estimated Man-Hours:															
Subtotal Estimated Fee:															
		121	6	30	46	149	80	15	16	6	22	41		532	
		\$31,944	\$1,458	\$6,540	\$9,016	\$27,565	\$18,880	\$4,185	\$7,984	\$3,540	\$4,070	\$4,223		\$128,005	



Exhibit A: FEE SCHEDULE
RATES FOR PROFESSIONAL SERVICES
 Effective through December 31, 2026

LABOR CLASSIFICATION	BILLING CLASS	HOURLY RATE
Managing Engineer	E7	\$280
Principal Engineer/Surveyor	E6/LS6	\$264
Senior Engineer/Surveyor	E5/LS5	\$243
Associate Engineer/Surveyor	E4/LS4	\$218
Staff Engineer/Surveyor - Grade 3	E3/LS3	\$196
Staff Engineer/Surveyor - Grade 2	E2/LS2	\$185
Staff Engineer/Surveyor - Grade 1	E1/LS1	\$167
Technician 4	T4	\$185
Technician 3	T3	\$166
Technician 2	T2	\$151
Technician 1	T1	\$131
One-Man Survey Crew	SC1	\$307
One-Man Survey Crew (O/T)	SC1x	\$361
Two-Man Survey Crew	SC2	\$391
Two-Man Survey Crew (O/T)	SC2x	\$462
Three-Man Survey Crew	SC3	\$482
Three-Man Survey Crew (O/T)	SC3x	\$564
Admin. Clerk 3	AD3	\$103
Admin. Clerk 2	AD2	\$92
Admin. Clerk 1	AD1	\$85

EXPENSES	
Meals and Lodging:	At cost (out-of-town and overnight work only).
Vehicle Transportation:	Included in hourly rates unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.
Express Mail/Federal Express:	At cost.
Outside Services and Fees:	At cost plus 10% administrative fee.
Equipment:	Included in hourly rate unless specifically indicated otherwise in Agreement.
Rates for expert witness services will be as set forth in the Engineering Agreement.	
Rates are effective through the date shown above and are subject to annual revisions. Services will be billed at the hourly rates in place at the time service is provided.	
Refer to Prevailing Wage Fee Schedule for hourly rates on prevailing wage projects.	



Exhibit A: FEE SCHEDULE

RATES FOR PREVAILING WAGE PROFESSIONAL SERVICES

Effective through December 31, 2026

LABOR CLASSIFICATION	HOURLY RATE
Prevailing Wage Group 2 - Construction Observer	\$236
Prevailing Wage Group 2 - Construction Observer (O/T)	\$279
Prevailing Wage Group 2 - Construction Observer (2x O/T)	\$321
Prevailing Wage One-Man Survey Crew	\$363
Prevailing Wage One-Man Survey Crew (O/T)	\$401
Prevailing Wage One-Man Survey Crew (2x O/T)	\$438
Prevailing Wage Two-Man Survey Crew	\$499
Prevailing Wage Two-Man Survey Crew (O/T)	\$590
Prevailing Wage Two-Man Survey Crew (2x O/T)	\$679
Prevailing Wage Three-Man Survey Crew	\$659
Prevailing Wage Three-Man Survey Crew (O/T)	\$775
Prevailing Wage Three-Man Survey Crew (2x O/T)	\$892

EXPENSES	
Meals and Lodging:	At cost (out-of-town and overnight work only).
Vehicle Transportation:	Included in hourly rates unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.
Express Mail/Federal Express:	At cost.
Outside Services and Fees:	At cost plus 10% administrative fee.
Equipment:	Included in hourly rate unless specifically indicated otherwise in Agreement.
Rates are effective through the date shown above and are subject to annual revisions. Services will be billed at the hourly rates in place at the time service is provided.	