

# **AGREEMENT FOR ON-CALL CIVIL ENGINEERING SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS**

This Agreement is made and entered into by and between the County of Lake on behalf of CSA #2 Spring Valley, CSA #13 Kono Tayee, CSA #20 Soda Bay, CSA #21 North Lakeport, Kelseyville County Water Works District #3, and Lake County Sanitation District, hereinafter referred to as “County”, and RSA+, 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 County 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 A/B/C/D, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on \_\_\_\_\_2026, and shall terminate on December 31, 2031, unless earlier terminated as hereinafter provided. In the event County 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 County to provide the services described hereunder in Exhibit “B” (Scope of Services), attached hereto. Compensation to Consultant shall be based on the not to exceed pre-priced tasks and/or hourly rates included in Exhibit “B”, Section 1 (Consultant’s approved Fee Schedule/rate sheet, incorporated herein) and the approved Proposed Service Plan for each Project/Task Order Request that County requests to be performed under this Agreement. The County’s approval shall be evidenced by a finalized Task Order executed by both parties. Task Orders shall be numbered sequentially, starting with number one (1), and shall reference this Agreement. Each finalized Task Order shall become a part of this Agreement.

The County 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.

Consultant understands and agrees that County may have entered into multiple professional services agreements with other Consultants and County has the authority to assign Work/Task Orders at its sole discretion.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Consultant.

In the event of non-appropriation of funds for the services provided under this Agreement, County 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.

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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 County executed by the Special Districts Administrator.

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

County of Lake  
Special Districts  
230 N. Main St  
Lakeport, CA 95453  
Attn: Administrator

RSA+.  
149 N. Main Street  
Lakeport, CA 95453  
Attn: Paul Warnock, PE

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

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.


9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at \_\_\_\_\_, California on \_\_\_\_\_.

COUNTY OF LAKE

CONSULTANT


\_\_\_\_\_  
CHAIR, Board of Supervisors

  
\_\_\_\_\_  
Paul Warnock, PE,  
RSA+

ATTEST:  
SUSAN PARKER  
Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
LLOYD GUINTIVANO  
County Counsel

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

By:   
\_\_\_\_\_  
Joseph Wankmueller  
Deputy County Counsel

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**EXHIBIT “A” – DEFINITIONS**

“Administrator” means the Administrator of Lake County Special Districts or his/her designee.

“Application for Compensation” means written form for a request from Consultant, to be paid for completed work.

CAD: Computer Aided Design

CalOSHA: California Occupational Safety and Health Administration

CFR: Code of Federal Regulations

“County” means Lake County Special Districts acting on behalf of CSA #2 Spring Valley, CSA #6 Finley, CSA #13 Kono Tayee, CSA #20 Soda Bay, CSA #21 North Lakeport, Kelseyville County Water Works District #3, and Lake County Sanitation District.

“Compensation” means amounts paid for services under this Agreement.

“Consultant” means RSA+, and its officers, partners, employees, agents and representatives, as well as all Sub-Consultants, if any, and all other persons or entities for which Consultant is legally responsible.

DIR: Department of Industrial Relations

“Finalized Task Order” means a written agreement, authorized by both parties, setting forth the agreed to scope, pricing and associated terms for an individual Project as further defined herein.

GIS: Geographic Information System

HIPAA: Health Insurance Portability and Accountability Act of 1996

“On-Call Contract” means a contract used by the County, through with a task order, on an as-needed basis, shall be issued for work or services, as determine by the County.

PDF: Adobe Acrobat Portable Document Format

“Project” means the capital improvement / construction / design development undertaking of the County.

“Proposal” means Consultant’s Proposal to provide service for a project.

“Proposed Service Plan” means a detailed plan outlining how and when the County-requested Work or services shall be provided by the Consultant.

“Proposed Task Order Request” means a request to the Consultant to submit a Proposal for a specific Project, as further defined herein.

QA/QC: Quality Assurance / Quality Control

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SCADA: Supervisory Control and Data Acquisition

“Scope of Services” means the services described in Exhibit “B” herein.

“Services” means those services described in the Scope of Services, as set out in an issued Task Order.

“Task Order” means a Work order issued to Consultant setting forth the agreed to Scope of Services / Work, pricing and associated terms for an individual Project.

USC: United States Code

“Work” means the services required by the issued Task Order, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by Consultant or any Sub-Consultant, material supplier or any other entities for which Consultant is responsible to fulfill Consultant’s Task Order obligations.

**EXHIBIT “B” – SCOPE OF SERVICES**

**1. CONSULTANT RESPONSIBILITIES**

**1.1** Consultant understands and agrees that County has entered into multiple **On-Call Civil Engineering Services** agreements with other consultants and has the authority to assign services at County’s discretion. As stated in Section 2 herein, Consultant understands and agrees that County makes no minimum guarantees with regard to the amount of Work, in any, which Consultant may be extended un this Agreement.

**1.2** This Agreement is an On-Call, Task Order or indefinite delivery agreement for **On-Call Civil Engineering Services** and such other services that are required for Consultant to provide or are associated with **On-Call Civil Engineering Services**. Specific requirements as to location, conditions, procedures and associated services pertaining to a Project shall be negotiated and set out in individual Task Orders for each request. Assigned and accepted Task Orders to Consultant shall be incorporated into and become a part of this Agreement.

**1.3** Consultant shall provide **On-Call Civil Engineering Services** and all associated services required for Consultant to provide such Services, pursuant to this Agreement, as further defined in individual Task Orders. Services may include, but are not limited to, the following:

The Consultant shall provide civil engineering services on an as-needed basis for time sensitive situations in connection with County improvements and construction projects for the period set out in Section 2, titled "Term", of the agreement. As part of the County’s continuing efforts to improve efficiency, it will utilize these services to expedite project delivery and completion. Therefore, the selected consultant(s) shall be available to commence services immediately as needs arise, immediately assign qualified personnel necessary to perform and complete the engineering assignment and successfully complete assigned projects within the specified time.

The Consultant shall have staffing and the experience to perform, but not be limited to, the following:

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**GENERAL CIVIL ENGINEERING SUPPORT**

- District Engineer responsibilities, including but not limited to infrastructure, support, Capital Improvement Plan (CIP), project design
- Civil Engineering responsibilities, including but not limited to plan checking, project design, environmental document preparation, bid packages and specification preparation, and construction management
- Community Development, review projects related to water and wastewater requirements
- Computer Graphics, Power Point Presentations; maps; presentation boards
- Construction Inspections / Management / Observation, including DIR Labor Compliance
- Engineering – Bid documents / construction / design
- Environmental review of energy or industrial projects
- Engineering studies such as wastewater plant upgrades to include tertiary treatment
- Financial Services – Technical assistance for grant applications, loans for infrastructure, fee studies and rate studies
- General Plans, Regional Planning, technical assistance, amendments and updates to County, City of Clear Lake, and City of Lakeport General Plans
- Government Organization, temporary staffing for District positions
- Municipal service reviews / sphere-of-influence studies including technical assistance
- Project Management, development / Special Districts
- Plan reviews – for Civil Projects including water and wastewater collection and distribution systems and treatment plants
- Right-of-Way support services leading towards acquisition of property
- Surveying, development projects; CIP projects
- Urban Design / Land Planning, including but not limited to coordinating with District staff and developers as needed and technical assistance with update to the existing General Plan

**UTILITY ENGINEERING SERVICES**

- Utility Engineering Services, water and wastewater distribution system; collection system
- Utility Engineering Services, wastewater treatment plants; water treatment systems
- Ground Water Monitoring and other support related to State regulations
- Water, detailed water distribution hydraulic modeling of existing and future ultimate buildout water system infrastructure
- Identify locations of future water system improvements including well sites, reservoir sites, capital improvement projects (CIP) and develop an implementation plan for proposed improvements
- Conduct various studies including capacity evaluations for existing and future conditions to help support decision making for capital improvements, operational changes, among other related studies and deliverables
- On-call hydraulic modeling support for distribution system including fire flow and periodic maintenance updates for hydraulic models
- Review current wastewater line cleaning and system imaging and suggest annual maintenance programs to comply with State and Federal regulations
- Wetlands / Hydrology review new District and development projects to meet current and future National Pollutant Discharge Elimination System (NPDES) requirements
- Wastewater Treatment Plants (WWTP), review Southeast, Northwest Kelseyville and Middletown Wastewater Treatment Plants' (NWWTP) current NPDES Permits, and future Report of Waste Discharge Requirements (ROWD)

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- Wastewater technical assistance with our pipeline to the Geysers

**CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

- On Call Construction Inspection for water and wastewater utility projects including State and Federal Grant funded projects, prepare dailies, review construction invoices for quantities and completion, prepare and submit change order requests to District staff, attend construction meetings, including all aspects of Public Project inspection.
- On Call certified payroll compliance review and processing
- On Call Construction Management services for water and wastewater utility projects including State and Federal Grant funded projects
- On Call Construction Management services for road maintenance projects and bridge replacement projects

**OTHER POSSIBLE ENGINEERING SERVICES**

- Federal Emergency Management Agency (FEMA) Flood Plain management, flood control projects, emergency response projects, fire replacements and hardening, other technical assistance related to FEMA events
- Experience, demonstrated working knowledge, and initiative in applying and complying to rules as stipulated in Chapter 10 – Consultant Selection of the California Local Assistance Procedures Manual (LTAP) while working on grant-funded projects; CalOES Grants, FEMA, Environmental and other granting agencies document and compliance
- Experience, demonstrated working knowledge, and initiative in researching, applying, and complying to parameters as stipulated by federal, state, regional, or any other governing agencies while working on grant-funded projects; Caltrans Construction Requirements; inspections and construction management, DIR requirements, certified payroll, and other grant requirements and deadlines

**1.4** Consultant shall provide all labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Contract. Additionally, Consultant shall provide staff for regular, overtime, night, weekend and holiday services, as requested by County. Persons retained by Consultant to perform Work pursuant to this Agreement shall be employees or Sub-Consultants of Consultant.

**1.5** Consultant shall not commence Work on any authorized and issued Task Order, pursuant to this Agreement, until thoroughly being briefed on the scope of a project and being notified by County in writing to proceed. Should the scope of Work of an issued Task Order subsequently change, either Consultant or County may request a review of the anticipated services, with an appropriate adjustment in compensation.

**1.6** Consultant, in consideration for the compensation herein provided, shall render the professional services described in this Section 1 Consultant Responsibilities, that are necessary for the advancement of a project to substantial completion.

**1.7** Consultant shall perform its obligations under this Agreement in accordance with the Scope of Services outlined in each County authorized Task Order and in accordance with the Consultant's Fee Schedule, attached hereto and incorporated herein. The Scope of Services fully shall be described in Consultant's Proposal, as revised in accordance with negotiations with County and with the approval of the Administrator for each authorized Task Order and as provided in this Agreement.



**ENGINEERING FEE SCHEDULE WITH PREVAILING WAGE RATES**

1. Listed herein are prices for the engineering services frequently performed by RSN. Prices for services not listed will be given upon request.
2. Materials and expenses (subcontracts, fees, meals, travel expenses, etc.) are invoiced at cost plus 10%. Printing and plotting costs (for up to 50 sheets) will be billed per schedule below.
  - a. CADD plot \$10.00 per plot
  - b. Large-format copies, B&W \$4.00 per sheet
  - c. Small-format copies, B&W \$0.15 per page
  - d. Small-format copies, Color \$0.75 per page
3. Invoices will be submitted as agreed and are due upon receipt.
4. A 3% convenience fee will be charged for each credit card transaction processed.
5. This Fee Schedule is applicable until December 31, 2026, and is limited to that date in any contract of which it is a part. Fees are subject to change January 1, 2027. Rates are subject to a 3% escalation on an annual basis.
6. Travel time is charged at standard billing rates.
7. Tasks involved with or requiring overtime, Code Violation Resolution, Stormwater Exceedance Compliance Assistance, Depositions, Hearings or Court Appearances are charged at 1.5 times at standard billing rates.

**PREVAILING WAGE PERSONNEL RATES**

Administrative Coordinator	\$100 per hour	Licensed Land Surveyor	\$250 per hour
Assistant Engineer	\$190 per hour	Principal	\$325 per hour
Associate Principal	\$290 per hour	Project Engineer	\$220 per hour
Design Engineer	\$200 per hour	Project Manager	\$255 per hour
Draftsperson	\$140 per hour	Prevailing Wage Survey Crew (2 Man)	\$395 per hour
Engineering Aide	\$125 per hour	Prevailing Wage QSP Stormwater Sampling Technician	\$190 per hour
Engineering Technician	\$180 per hour	Prevailing Wage Additional Field Personnel	\$170 per hour
Lead Engineer	\$240 per hour	Survey Technician	\$180 per hour

**NAPA  
REPRO  
GRAPHICS**

COPY. SUBMIT. STORE

<b>LARGE FORMAT</b>	
<b>Black &amp; White</b>	
24" x 36"	\$3.50 per Sheet
30" x 42"	\$5.75 per Sheet
<b>Color</b>	
24" x 36"	\$13.00 per Sheet
30" x 42"	\$22.00 per Sheet

<b>SMALL FORMAT</b>	
<b>Black &amp; White</b>	
8.5" x 11"	\$.15 per Sheet
11" x 17"	\$.35 per Sheet
<b>Color</b>	
8.5" x 11"	\$.75 per Sheet
11" x 17"	\$1.10 per Sheet

<b>SPECIAL SERVICES</b>	
<b>Scanning</b>	\$1.00 per Sheet
<b>Admin Coordination</b>	\$125 per Hour
<b>Submittals, Delivery, &amp; Shipping</b>	
<b>email:</b> support@naparepro.com	
<b>Additional Services and Specialty Items</b>	
Available Upon Request	



CONTACT US  
707-252-6800  
NapaRepro.com  
support@naparepro.com

**HOURLY RATES**

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Principal	\$330	Director of Operations	\$250
Principal Planner	\$265-330	Safety Manager	\$225
Principal Biologist/Regulatory Specialist	\$315-330	Senior Construction Project Manager	\$260-330
Principal Noise/Air Quality Specialist	\$265	Construction Project Manager 1-111	\$155-230
Principal Landscape Architect	\$240	Assistant Construction Project Manager	\$130
Principal Paleontologist	\$230	Construction Foreman	\$115
Principal Cultural Resources Specialist	\$230-235	Land Manager	\$106
Senior Project Manager	\$205-290	Equipment Manager	\$104
Project Manager	\$160-205	Operator	\$158
Assistant Project Manager	\$125-160	Irrigation Technician	\$140
Senior Environmental Planner	\$170	Senior Restoration Supervisor	\$155
Environmental Planner	\$120-150	Restoration Supervisor 1-11	\$134-153
Senior Noise/Air Quality Specialist	\$165-220	Assistant Restoration Supervisor	\$110
Noise/Air Quality Specialist	\$135-150	Restoration Foreman	\$104
Senior Field Director	\$150	Restoration Lead	\$93
Senior Archaeologist/Architectural Historian	\$125-175	Restoration Technician 1-111	\$64-93
Senior Archaeology Field Director	\$150	Nursery Manager	\$150
Archaeology Field Director	\$125-135	Nursery Technician	\$55
Asst. Archaeology Field Director	\$110-125	Landscape Architect	\$140-190
Staff Archaeologist/Architectural Historian	\$90-135	Landscape Designer	\$130
Staff Paleontologist	\$125-135	Senior GIS Specialist	\$185-200
Paleontology Technician	\$100-125	GIS Specialist/Graphics Specialist	\$130-185
Environmental Compliance Specialist	\$200	Operations Manager	\$150
Senior Scientist/Regulatory Specialist	\$185-230	Technical Editor	\$120-140
Regulatory Specialist	\$130-150	Clerical	\$75
Biologist	\$120-185		
Assistant Biologist	\$100-110		

**ANNUAL ESCALATION:** Rates are subject to a 3% escalation on a yearly basis.

**CONSULTING SERVICES** Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings, and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our standard rates. Overtime also may be charged at one and one-half times our standard rates. Rates are subject to change on a yearly basis.

**PAYMENT** Invoices will be submitted monthly. Payment on invoices is due within 30 days of receipt.

**DIRECT COSTS** Certain identifiable direct costs will be charged to the project at cost plus 10%. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage (at IRS rates), communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25 per project day. There will be additional charges for use of noise monitors, GPS, and other field equipment, as well as for plotting, color printing, and aerial photographs.

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**1.8 - Project Management** – Consultant shall provide project management over the course of the agreement, including subconsultant oversight, team updates, and schedule and budget management. The County expects the Consultant to provide a high level of service in delivering the projects / task orders under this agreement. Consultant shall prepare a Project Management Plan which details its approach to project management, Quality Assurance / Quality Control (QA/QC), cost control, schedule management, peer review and constructability review. Consultant shall prepare progress meeting agendas and minutes.

**1.9 – Consultant Team** –The Consultant was selected based on the qualifications of the key Consultant team members identified in the proposal. The key team members are listed below:

Principal in Charge	Paul Warnock, PE, QSP/QSD, LEED, AP
Project Manager	Nick Warnock, PE, QSP/QSD, QISP
Survey Manager	Christopher Tibbits PE, PLS
Project Engineer	Jake Strickler EIT
Lead Engineer	Brett Frasier, PE

Any changes to the key team members listed above must be approved by the County.

**1.10 – Progress Meetings** – The Consultant will meet with the County regularly or as necessary to manage and deliver the projects / task orders under this agreement. Meetings may be performed by video, screenshare, telephone or in person. The frequency of meetings will be determined by the work being performed and will vary from weekly meetings during high-intensity work to once every two weeks or monthly meetings during less intense work.

**Deliverables:**

- Project Management Plan identifying measures and methods for QA/QC, cost control, schedule management, peer review, and constructability review.
- Progress meeting agendas and minutes.
- Monthly invoices with details of labor hours expended by each labor category

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

**3. RECORDS RETENTION.** Consultant shall prepare, maintain and/or make available to County 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. TASK ORDER / SERVICE REQUEST PROCESS.**

**4.1** When County has a Project for which it desires to procure **On-Call Civil Engineering Services**, County shall notify Consultant by issuing a proposed Task Order Request. Each proposed Task Order Request shall include, at a minimum: the name of the project; the location of the project; copies of or access to project documentation (such as specifications, environmental

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reports, or drawings) needed by Consultant to prepare a Proposal; a project schedule, to include any specific deadlines for performance of **On-Call Civil Engineering Services**; any project-specific insurance requirements necessitated by the Work, which may require additional types of coverages or higher levels of coverage for Consultant than are required by the Agreement; and a deadline for providing County with a Proposal based on the above supplied information.

**4.2** Consultant shall prepare and submit to County, within the deadline stated in a proposed Task Order Request, a Proposal for the desired services which shall include, at a minimum: Scope of Services; specific staffing; and an estimate of Task Order cost to County, based on the rates and fees agreed upon in **Exhibit B, Section 1**; Consultant's approved Fee Schedule. By submitting a Proposal, Consultant thereby agrees to perform the requested service(s) within the time stated in the proposed Task Order Request.

**4.3** Consultant and County shall negotiate the Proposal. Once Consultant and County reach mutual agreement as to scope, necessary staffing, scheduling and total cost, County shall issue a finalized Task Order, to be accepted by both parties evidencing the agreed upon scope and costs.

**4.4** The Administrator has the authority to execute a Task Order on behalf of County, so long as such finalized Task Order does not exceed the threshold dollar value of \$60,000 and funds are provided for in the project budget. Otherwise the Task Orders will be executed by the Lake County Board of Supervisors acting as the Board of Directors for Lake County Special Districts.

**4.5** Consultant shall not proceed with services until a finalized Task Order has been negotiated and accepted by both Consultant and County, Consultant receives a written Notice to Proceed from County and all documents required by County in advance of commencement of Work (to include Consultant's proof of insurance) have been provided to County. Any services provided or expenses incurred by Consultant, prior to receiving a written Notice to Proceed or after the expiration of either this Agreement or a finalized Task Order, shall be at Consultant's sole risk and expense and may not be reimbursable by County.

**4.6** Actual amounts billed shall not exceed the total amount as set out in a finalized Task Order.

**4.7** County shall not pay and Consultant shall not invoice for any time or expense associated with a project proposed Task Order Request process, including development of Proposal and the associated Task Order negotiation.

**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.

**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 County.

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2.2 Consultant shall submit monthly progress reports with their invoice in a format approved by County. Payments to Consultant shall be in the amount shown on the invoices, consistent with an issued Task Order and its supporting documentation submitted, and shall be subject to County's approval. All services shall be performed to County's satisfaction, which satisfaction shall be judged by the Administrator in his/her sole discretion, and County shall not be liable for any payment under this Agreement for services which are judged unsatisfactory and which previously have not been approved by the Administrator. The final payment due hereunder shall not be paid until all reports, data and documents have been submitted, received, accepted and approved by County.

2.2.1 Payment may be made based solely on the units of services completed and approved by County and the associated unit price for such service, as may be described in Consultant's proposal/fee schedule (as shown in **Exhibit B, Section 1**) and the approved Task Order.

2.2.2 Monthly payments for services performed in the various additional services shall be reviewed by Administrator upon Consultant submitting itemized invoices, with required back-up and reference to the individual Task Order. Entered invoices shall indicate the value of the additional services performed to date on that Task Order and any other invoices or payments made related to that Task Order.

2.3 County 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 so warrant or when requested by the Consultant and approved by the Assistant Purchasing Agent.

2.4 Consultant shall, within ten (10) days following receipt of Compensation from County, pay all bills for services performed and furnished by others, in connection with a Project / Task Order and the performance of the Work, and shall, if requested, provide County with evidence of such payment. Consultant's failure to make payments within such ten-day period shall constitute a material breach of this Agreement, unless Consultant is able to demonstrate to County a bona fide dispute associated with an unpaid Sub-Consultant and its provided service. Consultant shall include a provision in each of its Sub-Consultant agreements imposing the same payment obligations on Sub-Consultants as are applicable to Consultant hereunder and, if County so requests, shall provide copies of such payments by Sub-Consultants to County. If Consultant fails to make payment promptly to a Sub-Consultant for Services for which County has made payment to Consultant, County shall be entitled to withhold payment to Consultant to the extent necessary to protect County.

2.5 Consultant warrants that title to all Services covered by an Application for Payment shall pass to County no later than the time of payment by County. Consultant further warrants that, upon submittal of an Application for Compensation, all Services for which Applications for Compensation have previously been issued and payments received from County shall, to the best of Consultant's knowledge, information and belief, be free and clear of any and all liens, claims, security interests or encumbrance in favor of Consultant or other persons or entities making a claim by reason of having provided Work relating to this Agreement. Consultant shall indemnify and hold County harmless from any liens, claims, security interests or encumbrances filed by anyone claiming by, through or under the items covered by payments made by County to Consultant.

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**3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS**

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

3.2 County 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 County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

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

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

**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 in the budget.

5.2 County 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.

**EXHIBIT "D" – COMPLIANCE PROVISIONS**

1. **INFORMATION INTEGRITY AND SECURITY.** Consultant shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Consultant's work under this Agreement.

2. **NON-DISCRIMINATION.** Consultant shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

**3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

3.1 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;

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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.

3.2 Consultant shall report immediately to County, 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 County.

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

4.1 Clean Air Act, as amended (42 U.S.C. 7401, et seq.).

4.2 Clean Water Act, as amended (33 U.S.C. 1251, et seq.).

4.3 Environmental Protection Agency Regulations (Title 40 of the C.F.R. and Executive Order 11738)

5. **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.

6. **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, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. **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.

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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.

**9. INSURANCE.**

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

9.2 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.

9.3 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.

9.4 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).

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

9.6 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 County of Lake as additional 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.

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

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

The County, 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

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Form CG 20 10 11 85. Consultant shall not commence work under this Agreement until Consultant has had delivered to County 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.

9.9 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 County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County 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.

9.10 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.

**10. 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 part may be entitled.

**11. 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 County except that claims for money due or to become due Consultant from County 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 County. 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.

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

**13. 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 County. Consultant is not entitled to any employee benefits. County 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.)

**14. OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Consultant hereunder are the property of County.

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15. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
16. **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.
17. **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.
18. **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.
19. **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. Consultant waives any right of removal it might have under California Code of Civil Procedure Section 394.
20. **RESIDENCY.** All independent Consultants providing services to County 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.
21. **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.
22. **PUBLIC RECORDS ACT.** Consultant is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Consultant to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.