

ENGINEERING SERVICES AGREEMENT
(STAFF AUGMENTATION SERVICES)

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the LAKE COUNTY WATERSHED PROTECTION DISTRICT, hereinafter referred to as DISTRICT, and Coastland Civil Engineering, hereinafter referred to as ENGINEER:

W I T N E S S E T H

WHEREAS, DISTRICT is in need of staff augmentation services for the Water Resources Department to assist staff with a variety of engineering-related tasks, including but not limited to: project management for evaluation, programming, design and construction of capital improvement projects, preparation of plans, specifications and estimates for various maintenance and repair projects on DISTRICT owned facilities, assist staff with engineering-related tasks associated with compliance with water rights reporting, and assist in the management of projects that are Federal, State or locally funded, and,

WHEREAS, following a Request for Qualifications solicitation performed by the Department of Public Works, the ENGINEER was determined to be appropriately qualified to perform the necessary work.

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth, it is hereby agreed:

1. DISTRICT hereby retains ENGINEER as an independent ENGINEER, and ENGINEER hereby agrees to serve DISTRICT in providing all necessary engineering services in connection with providing staff augmentation for the Water Resources Department.

2. ENGINEER shall undertake the work covered by this AGREEMENT at such time as he is authorized to do so by DISTRICT and shall diligently prosecute each project to completion at the predetermined progress schedule established by the parties for each project. No work shall be undertaken by ENGINEER under this AGREEMENT until ENGINEER is specifically authorized in writing by DISTRICT's authorized representative, who is the Director of the Department of Water Resources.

3. ENGINEER's services hereunder shall include but not necessarily be limited to:

- a) Project management for evaluation, programming, design and construction of capital improvement projects.
- b) Provide oversight of consultant requests for proposals and/or construction services including the advertising and bid processes for projects; evaluation of proposals and recommendation for award; negotiation and administration of contracts for construction projects.
- c) Participate in initiating capital improvement projects and programs, including defining project scope, determining project budget, and locating financial resources.
- d) Preparation of plans, specifications and estimates for various projects, including but not limited to: storm damage repairs to flood-control structures, preventative maintenance and scour prevention projects, drainage control structure and levee repair projects.
- e) Assist in the management of projects that are Federal, State or locally funded following required policies, including the Caltrans Local Procedures Manual.
- f) Review and comment on planning and land development proposals.

- g) Assist staff in the interaction with State Department of Water Resources for compliance with Water Rights reporting requirements.

4. Engineering drawings shall be made on standard-sized sheets subject to the approval of DISTRICT. All original drawings shall remain the property of the ENGINEER; however, reproducible copies of each drawing shall be provided by ENGINEER to DISTRICT at no cost to DISTRICT. All drawings will be prepared on AutoCAD and all specifications will be prepared in Word. Disks with all computer files will be provided by ENGINEER at no cost to DISTRICT.

5. All of the reports, information, data, etc., prepared or assembled by the ENGINEER under this AGREEMENT are confidential, and the ENGINEER agrees that they shall not be made available to any individual or organization without the prior written approval of the DISTRICT. ENGINEER will maintain security and confidentiality of all reports, information, data, drawings, etc.

6. ENGINEER shall furnish to DISTRICT complete plans and specifications for all work covered by this AGREEMENT in printed and electronic form. ENGINEER shall supply three (3) complete copies of the specifications with an equal number of prints of the drawings without extra charge. With the plans and specifications for each project, ENGINEER shall prepare and submit to DISTRICT the estimate of the construction quantities and cost of the respective project.

7. ENGINEER shall provide consultation and advice to DISTRICT during the bidding, and to DISTRICT and ENGINEERS to whom construction contracts are awarded during the construction of each project and shall check all working drawings prepared and used by ENGINEERS on such projects.

8. ENGINEER shall coordinate all of his activities on behalf of DISTRICT hereunder

with DISTRICT's duly authorized representative and shall be available when required for consultation and review during the construction of each project.

9. ENGINEER shall assist DISTRICT with the preparation of all change orders and supplemental agreements, as required for each project.

10. ENGINEER shall provide to DISTRICT final record drawings and a final engineer's report after the construction of each respective project.

11. ENGINEER shall perform its Services consistent with and limited to that level of care and skill ordinarily exercised by members of the engineering and consulting profession practicing under similar conditions, and at the same time and locality where the Services are performed. All work and services provided by ENGINEER under this AGREEMENT shall be done to the complete satisfaction of DISTRICT.

12. If ENGINEER should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this AGREEMENT, DISTRICT may terminate this AGREEMENT by giving ENGINEER written notice of such termination, stating the reason for such termination. In such event, ENGINEER shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees as the services satisfactorily rendered hereunder by ENGINEER bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by DISTRICT by virtue of the breach of the AGREEMENT by ENGINEER.

DISTRICT shall be the owner of and shall be entitled to immediate possession of any copies of design computations, plans, copies of correspondence or other pertinent data and

information gathered or computed by ENGINEER prior to termination of this AGREEMENT by DISTRICT or upon completion of the work pursuant to this AGREEMENT.

13. As full payment for all work and services to be provided by ENGINEER hereunder, DISTRICT shall make payments to ENGINEER in accordance with the rates and procedures set forth in this AGREEMENT. Payments shall be made to ENGINEER on a monthly basis based on work which DISTRICT has approved as having been actually accomplished during that period. Each payment by DISTRICT to ENGINEER shall be made in the regular course of DISTRICT's business after presentation by ENGINEER to DISTRICT of claim in the form approved by DISTRICT. Billing to DISTRICT shall identify specific services rather than a particular function, and include a summary of the work accomplished for the billing period.

14. Payment for services covered by this AGREEMENT shall be made on a Time and Material basis, with a not-to-exceed total of \$100,000.00 for each fiscal year beginning on July 1st. This AGREEMENT also covers work performed between January 1, 2024 and June 30, 2024, which will be paid by the DISTRICT from the Fiscal Year 23-24 budget.

Amendments will be executed annually to revise the not-to-exceed total for the following year and to adjust personnel rates as needed. Rates paid for the various classifications of workers shall be in accordance with the Rate Sheet included as Attachment "A" to this AGREEMENT. General staff oversight is expected to be performed by individuals at a "Supervising Engineer" or lower, and any tasks requiring a Principal Engineer must be pre-approved by the DISTRICT prior to the work. ENGINEER shall provide a written scope of services together with an estimate of staff hours and cost and receive authorization from DISTRICT prior to beginning work on specific projects. Staff charges will be summarized by project, with a separate category for general oversight.

15. This AGREEMENT shall remain in full force for a period of three (3) years with an

expiration date of June 30, 2027, or unless terminated by either party. DISTRICT shall have the right to terminate this AGREEMENT without cause by giving ENGINEER thirty (30) days written notice. ENGINEER shall have the right to terminate this AGREEMENT only after an assigned project has been completed to the satisfaction of the DISTRICT and then only after thirty (30) days written notice to DISTRICT.

16. INDEPENDENT CONTRACTOR It is mutually understood and agreed that ENGINEER (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to DISTRICT and not as an officer, agent, servant, employee, joint venturer, partner, or associate of DISTRICT. Furthermore, DISTRICT shall have no right to control, supervise, or direct the manner or method by which ENGINEER shall perform its work and function. However, DISTRICT shall retain the right to administer this Agreement so as to verify that ENGINEER is performing its obligations in accordance with the terms and conditions hereof. ENGINEER understands and acknowledges that it shall not be entitled to any of the benefits of a DISTRICT employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. ENGINEER shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, ENGINEER shall be solely responsible and save DISTRICT harmless from all matters relating to payment of ENGINEER's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, ENGINEER may be providing services to others unrelated to the DISTRICT or to this Agreement.

17. Each Party shall indemnify and hold the other harmless against all actions, claims,

demands, and liabilities and against all losses, pure economic damage, cost, expenses, and attorney's fees, that arise out of, pertain to, or relate to its own negligent acts and/or omissions, recklessness, or willful misconduct which caused said claim, demand, liability, loss, damage, cost expense, and/or attorney's fees. ENGINEER's liability hereunder shall be limited by the DISTRICT to the amount of the available coverage under ENGINEER's insurance coverage as described in Section 18 herein.

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

18. ENGINEER shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to DISTRICT, and said insurance has been approved by DISTRICT. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to DISTRICT, ten (10) days notice if cancellation is due to nonpayment of premium.

ENGINEER shall not allow any sub-contractor to commence work on his subcontract until the insurance required of the sub-contractor has been obtained.

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

Certificates evidencing the issuance of the following insurance shall be filed with DISTRICT within ten (10) days after the date of execution of this Agreement by ENGINEER and prior to commencement of work hereunder.

Compensation Insurance. ENGINEER shall procure and maintain, at ENGINEER's own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, ENGINEER shall require sub-contractor similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by ENGINEER's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

Commercial General Liability. ENGINEER shall procure and maintain, at ENGINEER's own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent ENGINEER's liability. If such policy includes an aggregate limit, such aggregate limit shall be at least double the per occurrence limit required herein.

Automobile Liability Insurance. ENGINEER shall procure and maintain, at ENGINEER's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with ENGINEER's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.

Professional Liability Insurance. ENGINEER shall procure and maintain, at ENGINEER's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which ENGINEER, its employees, sub-contractors, and agents, are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.

Sub-Contractors. ENGINEER shall include all sub-contractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the DISTRICT for each sub-contractor which shall be subject to review and approval by DISTRICT. All insurance coverages for sub-contractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of ENGINEER described with particularity herein below.

Additional Insured Endorsement. The Commercial General Liability must contain, or be endorsed to contain, the following provision:

The DISTRICT, its officers, officials, employees, and designated agents are to be covered as additional insureds and shall be added in the form of an endorsement to ENGINEER's insurance on Form CG 20 10 11 85. ENGINEER shall not commence work under this Agreement until he has delivered to DISTRICT the Additional Insured Endorsements required herein. This provision is not intended to extend to construction ENGINEERS contracted by the DISTRICT to perform the work of improvement.

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.

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

Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. At the option of DISTRICT, either ENGINEER shall reduce or eliminate such

deductibles or self-insurance retentions as they apply to DISTRICT or ENGINEER shall provide a financial guarantee satisfactory to DISTRICT guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of ENGINEER 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 ENGINEER 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.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, ENGINEER agrees to maintain required coverage for a period of three years after the expiration of this Agreement (hereinafter, "Post Agreement Coverage") and any extensions thereof. ENGINEER may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

DISTRICT shall include a provision in any contract with a general engineering contractor hired to perform the work of improvement, a provision requiring that the general engineering

contractor and all of its sub-contractors maintain general liability insurance of not less than \$1,000,000 and that such insurance include the DISTRICT, its officers, officials, employees, designated agents, appointed volunteers and Coastland Civil Engineering as additional insureds.

19. This AGREEMENT and all of the covenants hereof shall inure to the benefit of and be binding upon DISTRICT and ENGINEER, respectively, and their successors, assigns, and legal representatives. Neither DISTRICT nor ENGINEER shall have the right to assign, transfer or sublet its interest or obligation hereunder without written consent of the other party.

20. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the fifth calendar day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows:

DISTRICT

Scott De Leon, Water Resources Director
255 North Forbes Street
Lakeport, CA 95453

ENGINEER

Coastland Civil Engineering
John Wanger, CEO
1400 Neotomas Avenue
Santa Rosa, CA 95405

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

LAKE COUNTY WATERSHED
PROTECTION DISTRICT, a political
subdivision of the State of California

Coastland Civil Engineering

By _____
Chair, Board of Directors
(DISTRICT)

(ENGINEER)

(ENGINEER)

ATTEST: SUSAN PARKER
CLERK TO THE BOARD

APPROVED AS TO FORM:
LLOYD GUINTIVANO
COUNTY COUNSEL

By _____


