

# **AGREEMENT FOR ENGINEERING AND DESIGN SERVICES FOR COUNTY SERVICE AREA #2 (CSA-2) SPRING VALLEY WATER DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT**

This Agreement is made and entered into by and between the County of Lake on behalf of CSA 2 Spring Valley, hereinafter referred to as “County”, and Brelje & Race Consulting Engineers, 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 July, 23 2024, and shall terminate on December 31, 2026, 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 not exceed two hundred fifty-nine thousand nine hundred dollars (\$259,900.00).

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.

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.

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

Brelje & Race, Consulting Engineers  
475 Aviation Blvd, Suite 120  
Santa Rosa, CA 95403  
Attn: M. Sean Jeane, PE

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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 Lakeport, California on July 23, 2024.

COUNTY OF LAKE

CONSULTANT

*Bruno Sabatier*  
Bruno Sabatier (Jul 25, 2024 10:01 PDT)  
CHAIR, Board of Supervisors

*M. Sean Jeane*  
M. Sean Jeane, PE, Senior Principal  
Brelje & Race Consulting Engineers

ATTEST:  
SUSAN PARKER  
Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
LLOYD GUINTIVANO  
County Counsel

By: *Johanna Delong*  
Johanna Delong (Jul 24, 2024 13:19 PDT)

By: *Lloyd Guintivano*  
Lloyd Guintivano (Jul 3, 2024 14:18 PDT)



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**EXHIBIT “A” – DEFINITIONS**

CAD: Computer Aided Design

CalOSHA: California Occupational Safety and Health Administration

CCO: Contract Change Order

CEQA: California Environmental Quality Act

CFR: Code of Federal Regulations

DWG: AutoCAD file format

GIS: Geographic Information System

HIPAA: Health Insurance Portability and Accountability Act of 1996

LCSD: Lake County Special Districts

PDF: Adobe Acrobat Portable Document Format

PLC: Programable Logic Controller

PRV: Pressure Reducing Valve

PS&E: Plans, Specifications and Estimate

QA/QC: Quality Assurance / Quality Control

RFI: Request For Information

SCADA: Supervisory Control and Data Acquisition

SWPPP: Storm Water Pollution Prevention Plan

USC: United States Code

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**EXHIBIT “B” – SCOPE OF SERVICES**

**1. CONSULTANT RESPONSIBILITIES**

**Task 1 – Preliminary Engineering Report**

**Task 1.1 – Project Kick-Off Meeting** – Consultant shall obtain and review pertinent existing information from local and state agencies as required to deliver this project. Documentation to be reviewed would include County GIS data, as-built drawings and other relevant documents available. Consultant shall coordinate a kick-off meeting with the County, the consultant team and any other project stakeholders, as appropriate, to discuss the project goals, objectives, schedule, background, scope, concepts, project management, and issues identified by the participants. Consultant shall coordinate the meeting agenda and attendance in collaboration with the County, prepare the agenda, and circulate detailed meeting notes and a table of action items, roles and completion dates to all participants after the meeting. Consultant shall review existing documentation

**Task 1.2 – Field Investigation and Aerial Mapping** – Consultant shall participate in a field visit / site walk-through meeting with the County and any stakeholders. The field visit will be a chance for the Consultant to discuss system hydraulics, telemetry, SCADA, etc. with LCSD staff. Consultant shall survey to place aerial targets for ortho-photography and conduct aerial survey and prepare overall planimetric and topographic mapping from the aerial ortho-photography and supplemental ground surveys.

**Task 1.3 – Project Analysis and Modeling** – Consultant shall develop and establish design criteria for project planning, and establish and conduct alternatives analysis. Consultant shall develop, define, and evaluate pressure regulation alternatives. At a minimum, alternatives for consideration will include the addition of new pressure zones in the distribution system, the construction of a new water storage tank at a lower elevation, and the installation of secondary PRVs at service laterals. Work will include:

- Define potential alternative means for regulating system pressures.
- Define and identify construction constraints.
- Define temporary operations required during construction (if any).
- Prepare alternatives comparison.
- Prepare alternatives preliminary construction cost estimates.

**Task 1.4 – Report Details (Draft and Final)** – Consultant shall prepare a draft preliminary design report incorporating field investigations and project alternatives analysis, and hydraulic modeling results (if needed). Consultant shall review the draft report at a preliminary design meeting / workshop with LCSD staff. Consultant shall prepare a final design report incorporating comments from the preliminary design meeting.

Following the kick-off meeting and field review the Consultant will use the input received to develop an initial version of a comprehensive project schedule for review and discussion with the County. The project schedule shall show each task, start and end dates, and task duration. This

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schedule shall be updated and coordinated with the County as appropriate. Consultant shall notify the County immediately of any problems that could adversely impact the project schedule.

**Deliverables:**

- Agenda for kick-off meeting(s)
- Meeting minutes following kick-off meeting(s)
- Project schedule – initial version, followed by regular updates
- Draft Preliminary Engineering Report for LCSD review (PDF)
- Final Preliminary Engineering Report (PDF)
- Appendices of Report to include cost analyses and modeling output results

**Task 2 – Project Management**

**Task 2.1 - Project Management** – Consultant shall provide project management over the course of the project, 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 project. The Consultant should anticipate very little assistance from the County and shall be expected to manage all activities leading to the successful delivery of the project. 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.

**Task 2.2 – 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:

Project Manager (Senior Principal)	Sean Jeane, PE (Brelje & Race)
Lead Engineer (Associate Engineer)	Dyanna Stetina, PE (Brelje & Race)
Surveying (Senior Surveyor)	Jeff Roach, PLS (Brelje & Race)
Engineering (Engineer II)	Brian Gong, PE (Brelje & Race)
Engineering (Engineering Tech I)	Nicholas Tribble, EIT (Brelje & Race)
Environmental Planning (Senior Planner)	Justin Witt (Brelje & Race)

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

**Task 2.3 – Progress Meetings** – The Consultant will meet with the County regularly or as necessary to manage and deliver the project. 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 periods to once every two weeks or monthly meetings during less intense periods.

**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

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**Task 3 – Engineering Design**

**Task 3.1 – Surveys and Base Mapping** – Consultant shall conduct additional site topographic survey for collecting localized details not identified by the aerial survey and to pick up property monuments available as identified from record information. Consultant shall prepare base maps for design background from aerial and ground survey information. Consultant shall determine any needed right of way, right of entry, and easements or temporary construction easements needed for planned project improvements.

**Task 3.2 – 60 % Design** – Consultant shall prepare improvement plans to the 60% progress level (plan and profile of piping and appurtenances with basic set of design notes covering primary project features to be constructed), any major custom detail concepts including the PRV layouts and lateral stub-out details, pipe trench details, and other standard details. Consultant shall prepare preliminary technical specifications using current LCSD Master Sections as applicable and CSI format standards for technical specifications. Consultant shall prepare preliminary estimate of probable construction cost to reflect 60% progress level. Consultant shall prepare 60% design memorandum. Consultant shall submit 60% design package to LCSD for review and comment. Consultant shall attend 60% design review meeting and prepare minutes to reflect any decisions made.

**Task 3.3 – 90 % Design** – Consultant shall incorporate 60% design review comments from LCSD where applicable. Consultant shall prepare improvement plans to the 90% progress level. The Consultant shall prepare 90% technical specifications. Consultant shall update the opinion of probable construction cost. Consultant shall submit 90% design package to LCSD for final review and comment. Consultant shall attend the 90% design review meeting and prepare minutes to reflect any decision made.

**Task 3.4 – 100 % Bid Ready Plans, Specifications and Estimate (PS&E)** – Consultants shall incorporate 90% design review comments from LCSD where applicable. Consultant shall prepare final improvement plans, final technical specifications and final opinion of probable construction cost. Format to reflect final bid schedule in terms of order, unit prices and quantities. Submit final plans, final technical specifications and final opinion of probable construction cost to LCSD for final review prior to signing construction documents. Consultant shall incorporate any last comments. Consultant shall plot, stamp, sign and submit final mylar improvement plans. Consultant shall stamp, sign and submit one hard copy of the technical specifications

**Deliverables:**

- 60%, 90% and Final Design Drawings, Specifications, and Cost Estimate (for each, two sets at 24" x 36", two sets at 11" x 17", and PDFs)
- Design memorandums for each level of completion
- Survey CAD Files (DWG)
- Electronic submittal of minutes from 60% and 90% design review meetings

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**Task 4 – Right-of-Way Services**

**Task 4.1 – Surveying and Descriptions** – Consultant shall conduct site survey to locate all property and right of way boundaries not identified by the aerial and design surveys. Consultant shall prepare Right of Way Appraisal Maps, Preliminary Title Reports, legal descriptions and plats as needed for any right of ways and/or temporary construction easements required for the project.

**Task 4.2 Right-of-Way Appraisals** – Consultant shall assist LCSD with right-of-way appraisal coordination and management including correspondence, exhibits, and meetings with LCSD and property owners. Consultant shall prepare appraisal reports to determine fair market value of property rights to be acquired from affected properties. Consultant shall examine preliminary title reports and documents for title exceptions and encumbrances that may affect acquisition of right of way.

**Task 4.3 Right-of-Way Acquisition** – Consultant shall prepare an acquisition offer package for the properties where additional right-of-way is needed, including, but not limited to offer letter, draft purchase agreement, and conveyance documents. Consultant shall coordinate communications with property owners, confirming owner details for offer letter, responding to questions, and logging all communications in the parcel file. Consultant shall conduct negotiations for property rights including the potential negotiations for possession and use agreements and/or rights of entries (minimum of three negotiation contacts until either agreement or impasse is reached). The first written offer to a property owner will be presented in person, if possible. Consultant shall provide escrow coordination services for deposit of funds, recordation of deeds, and obtaining title insurance (if directed by LCSD). Consultant shall maintain a complete parcel file for each parcel including appraisal, negotiation records, and any other related correspondence with property owners. If necessary, Consultant shall support LCSD and their representatives with eminent domain proceedings, including appearance at legal proceedings, transfer of parcel files and correspondence records, and assistance with locating property owners.

**Deliverables:**

- Appraisal and easement documents, including appraisal reports, appraisal maps, preliminary title reports, legal descriptions and plats (PDF).
- Land acquisition documents, including offer letter, draft purchase agreement, parcel file, and correspondence records (PDF).

**Task 5 – Environmental Documents**

**Task 5.1 Determine Level of CEQA Review**– Consultant shall assist LCSD with determining the level of review required for the project under CEQA.

**Deliverables:**

- Memorandum evaluating the level of review required for the project under CEQA (PDF).

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**Task 6 – Bid Support**

**Task 6.1 Assistance During Bidding** – Consultant shall assist LCSD in soliciting and reviewing bids from contractors. Consultant shall alert LCSD to potential impacts associated with inquiries or addenda. Consultant shall assist LCSD with evaluating bids.

**Task 6.2 Respond to Bidder Questions with Addenda** – Consultant shall answer bidder questions and prepare addenda during the bid period as necessary.

**Task 6.3 Attend Pre-Bid Site Meeting** – Consultant shall attend the pre-bid meeting / site review.

**Deliverables:**

- Addenda responding to bidder questions (PDF).

**Task 7 – Construction Support**

**Task 7.1 Project Coordination and Correspondence** – Consultant shall coordinate necessary design information and design modifications with the Construction Manager and/or Contractor as directed by LCSD. Consultant shall provide status updates on significant issues related to the project construction with LCSD that are brought to the attention of Brelje & Race during construction.

**Task 7.2 Field Reviews and Progress Meetings** – Consultant shall attend the pre-construction meeting including review and comment on pre-construction meeting agenda and minutes. Consultant shall attend periodic progress meetings during construction when requested by LCSD. Consultant shall perform field reviews to confirm construction is occurring in accordance with the design intent.

**Task 7.3 Submittal Review** – Consultant shall review and comment on the submittal distribution list to be prepared, handled, and updated by LCSD or LCSD’s Construction Manager. Consultant shall review construction material submittals and/or shop drawings.

**Task 7.4 Respond to Requests for Information** – Consultant shall review Requests for Information (RFIs) from the Contractor as directed by LCSD. Consultant shall comment and review responses to RFIs as directed by LCSD.

**Task 7.5 Change Order Review and Assistance** – Consultant shall review and comment on Contract Change Orders (CCOs) from the Contractor as directed by LCSD. Consultant shall assist with change order scope and pricing as requested.

**Deliverables:**

- Submittal and RFI responses (PDF)
- Contract Change Order responses (PDF)

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**Task 8 – Record Drawings (As-Built)**

**Task 8.1 – Prepare Record (As-Built) Drawings** – Consultant shall prepare Record Drawings from red-lined drawings provided by the contractor upon completion of the work. Record drawings will be completed within 30 days of receipt of red-lined drawings.

**Deliverables:**

- Conformed Record Drawings incorporating all contractor and construction inspector redlines (PDF and Mylar)

**CONSULTANT’S RATES**

Consultant’s rates shall be as follows:



**SERVICES RATE SCHEDULE  
EFFECTIVE MARCH 1, 2024**

**PROFESSIONAL SERVICES**

Senior Principal .....	\$265.00/hour
Associate Principal .....	245.00/hour
Associate (Managing Engineer).....	230.00/hour
Senior Project Advisor .....	225.00/hour
Senior Engineer .....	220.00/hour
Engineer II .....	205.00/hour
Engineer I.....	195.00/hour
Engineering Technician II.....	180.00/hour
Engineering Technician I.....	170.00/hour
Senior Planner .....	190.00/hour
Planner.....	165.00/hour
Senior Surveyor .....	200.00/hour
Surveyor .....	180.00/hour
Survey Technician.....	170.00/hour
CAD Technician Supervisor.....	175.00/hour
CAD Designer.....	160.00/hour
CAD Technician .....	150.00/hour
Engineering Intern .....	130.00/hour
Construction Engineer.....	185.00/hour
Construction Technician II.....	160.00/hour
Construction Technician I.....	140.00/hour
Technical Writer .....	130.00/hour

**EXPERT WITNESS & MEDIATION SERVICES FIELD** **\$600.00/hour**

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**SURVEYING**

One-man Party \$300.00/hour  
(Including Survey Equipment & Vehicle)

Two-man Party \$350.00/hour  
(Including Survey Equipment & Vehicle)

Three-man Party \$500.00/hour  
(Including Survey Equipment & Vehicle)

CLERICAL SERVICES \$100.00/hour

OUTSIDE CONSULTANTS Cost + 10% Handling Charge Cost+

OUTSIDE PLOTTING AND REPRODUCTION 10% Handling Charge

IN-HOUSE PLOTTING \$10.00/sheet  
Vellum or Bond Mylar \$25.00/sheet

**Note:**

Brelje & Race does not charge separately for many of the expenses that are traditionally recouped from the Client as "reimbursable". The hourly rates listed above are inclusive of all expenses for vehicle mileage, surveying materials, incidental copying services and computer hardware, software and other information technology costs.

**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. COUNTY RESPONSIBILITIES.**

4.1 County will provide Consultant with the following data, and information to support the design if available:

- Work previously conducted, including any studies and or cadd files
- Distribution system and water treatment plant as-built drawings
- Any available design reports
- Other pertinent information and surveys

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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.

**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.

2.2 County shall make payment within 20 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.

**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.

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**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; 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 USC 1857).
  - 4.2 Clean Water Act, as amended (33 USC 1368).
  - 4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
  - 4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

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**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.

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.

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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 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

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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.

**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.

**AGREEMENT FOR ENGINEERING AND DESIGN SERVICES  
FOR COUNTY SERVICE AREA #2 (CSA-2) SPRING VALLEY WATER DISTRIBUTION  
SYSTEM IMPROVEMENTS PROJECT**

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.

**Signature:**

**Email:**


# Design Services Contract SVDS - CC signed

Final Audit Report

2024-07-03

Created:	2024-07-03
By:	Scott Hornung (Scott.Hornung@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX9Tbbxj6O26pbA3p4q2c7vCEU-a6hlw7


## "Design Services Contract SVDS - CC signed" History

 Document created by Scott Hornung (Scott.Hornung@lakecountyca.gov)


2024-07-03 - 11:19:36 PM GMT- IP address: 208.91.28.66

 Document emailed to jeane@brce.com for signature


2024-07-03 - 11:21:39 PM GMT

 Email viewed by jeane@brce.com

2024-07-03 - 11:49:08 PM GMT- IP address: 75.101.35.242

 Signer jeane@brce.com entered name at signing as M. Sean Jeane

2024-07-03 - 11:50:54 PM GMT- IP address: 75.101.35.242

 Document e-signed by M. Sean Jeane (jeane@brce.com)

Signature Date: 2024-07-03 - 11:50:56 PM GMT - Time Source: server- IP address: 75.101.35.242

 Agreement completed.

2024-07-03 - 11:50:56 PM GMT