

AGREEMENT FOR BELL HILL ROAD AT ADOBE CREEK CULVERT REPLACEMENT PLANNING AND DESIGN

This Agreement is made and entered into by and between the Lake County Watershed Protection District, hereinafter referred to as “District”, and Balance Hydrologics, Inc, hereinafter referred to as “Consultant” or “Balance”, collectively referred to as the “parties”.

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to District the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A 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 Exhibit A – Scope of Services, Exhibit B – Fiscal Provisions, and Exhibit C – Compliance Provisions, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on July 27, 2026, and shall terminate on February 1, 2028, unless earlier terminated as hereinafter provided. In the event District desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. **COMPENSATION.** Consultant has been selected by District to provide the services described hereunder in Exhibit “A” (Scope of Services), attached hereto. Compensation to Consultant shall not exceed \$774,499.80.

The District shall compensate Consultant for services rendered, in accordance with the provisions set forth in Exhibit “B” (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 of Lake/District funds.

4. **TERMINATION.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated by mutual consent of the parties or by County upon 15 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.

In addition to any other remedies available under this Agreement or applicable law, County may, at its sole discretion, take one or more of the following actions in response to Consultant’s noncompliance with or breach of this Agreement:

- a. Require Consultant to submit and implement a corrective action plan (CAP);
- b. Require additional training, supervision, or technical assistance;
- c. Suspend referrals or authorization of services;
- d. Withhold, delay, or deny payment for services;
- e. Disallow costs and recoup funds previously paid to Consultant and not used for services specifically outlined in Exhibit A of this Agreement; and/or
- f. Terminate this Agreement upon fifteen (15) days written notice to Consultant.

The exercise of any of the above remedies shall not preclude County from exercising any other rights or remedies available under this Agreement or at law.

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Upon termination, Consultant shall be paid a prorated amount for the services provided up to the date of termination. Within thirty (30) days of the effective date of termination, Consultant shall:

- a. Submit all financial documents for the effective period of this Agreement, including but not limited to, invoices, canceled checks, bookkeeping records, financial ledgers, and bank records;
- b. Return any payments received that are above and beyond said prorated amount based on the results of an audit by County of said financial documents.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Consultant and District executed by the Water Resources Director.

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

County of Lake
Director, Water Resources
255 N. Forbes Street, Room 309
Lakeport, CA 95453

Consultant: Balance Hydrologics, Inc
Tarick Abu-Aly, Principal
800 Bancroft Way Suite 101
Berkeley, CA 94710

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services
Exhibit B – Fiscal Provisions
Exhibit C – 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.

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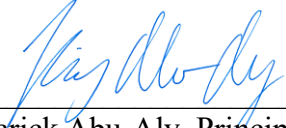
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Executed at Lakeport, California on _____.

LAKE COUNTY WATERSHED
PROTECTION DISTRICT

CHAIR, Board of Directors

CONSULTANT



Tarick Abu-Aly, Principal
Balance Hydrologics, Inc

ATTEST:
SUSAN PARKER
Clerk to the Board of Directors

By: _____

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: 

Nicole Johnson
Sr. Deputy County Counsel

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EXHIBIT “A” – SCOPE OF SERVICES

1. CONSULTANT RESPONSIBILITIES. The Consultant shall perform the following services within the contract term and in coordination with the District, subject to applicable permits, environmental conditions, and regulatory approvals.

1.1 Surveys and Mapping. Topographic and boundary surveys of the project corridor, including Bell Hill Road approximately 350 linear feet from either side of the crossing, Adobe Creek Road approximately 100 feet from its intersection, and Adobe Creek channel approximately 300 linear feet from either side of the crossing. A project control network will be established based on NAD83 horizontal and NAVD88 vertical datums to support all survey, mapping, and hydraulic modeling activities. The 2025 CDFW LiDAR dataset already processed by Balance Hydrologics will provide the baseline terrain model; field surveys will verify, supplement, and extend LiDAR data for the roadway corridor and utility locations. Upon completion, survey data will be compiled into a Base Map in AutoCAD format and a Record of Survey will be filed with Lake County documenting right-of-way and property boundary lines.

Deliverables

- Draft and Final Topographic and Boundary Surveys
- Digital Terrain Model
- Right-of-way and adjacent property information
- Utility location and ownership map
- Pre-Construction Record of Survey

1.2 Evaluation and Selection of Replacement Structure. Evaluation of feasible replacement structure alternatives, documenting the technical basis for structure selection and confirming or refining the preferred design based on final survey and geotechnical findings. The preliminary hydraulic analysis and concept design completed prior to contract award identify a multi-span bridge as the technically preferred alternative; this task will formalize the alternatives screening, document the engineering basis for selection, and produce the Structure Selection Memorandum.

Deliverables

- Draft and Final Structure Selection Memorandum

1.3 Environmental Review (CEQA). Determination of the appropriate level of environmental review under CEQA, and completion of cultural resource investigations required under Section 106 of the National Historic Preservation Act (NHPA) in connection with the USACE Section 404 permit. Mark Thomas will coordinate with the lead agency to complete CEQA review, prepare a memorandum documenting how the project meets the applicable CEQA criteria, and file a Notice of Exemption (NOE) or Notice of Decision (NOD) on behalf of the District following the Lead Agency’s determination. Mark Thomas will work with the Lead Agency to prepare any necessary technical documentation.

Alta Archaeological Consulting (ALTA) will conduct the cultural resource survey for the project Area of Potential Effects (APE). The scope includes background research and a records search at the Northwest Information Center (NWIC); submittal to the Native American Heritage

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Commission (NAHC) Sacred Lands File and Native American outreach in support of USACE Section 106 tribal consultation; intensive pedestrian field survey using 20-meter transects with GPS documentation; and preparation of an Archaeological Survey Report (ASR) meeting the requirements of both Section 106 and CEQA.

Ascent Environmental will prepare a Biological Resources Technical Report covering the approximately two-acre project study area. Work includes review of CNDDDB, CNPS, USFWS IPaC, and NWI databases; a reconnaissance-level field survey assessing habitat suitability for special-status species including Clear Lake hitch and northwestern pond turtle (both proposed for federal listing); land cover mapping; and documentation of any wildlife movement corridors or nursery sites. The report will provide the biological foundation for regulatory permitting.

Deliverables

- CEQA documentation as required (NOE if exempt; technical studies and CEQA document if required)
- CEQA Concurrence Memorandum
- Draft Biological Resources Technical Report (MS Word)
- Final Biological Resources Technical Report (PDF)
- Draft Archaeological Survey Report (ASR)
- Final Archaeological Survey Report (ASR)—submitted to client and CCAIC

1.4 Regulatory Permitting. Ascent Environmental will manage all regulatory permitting for the project, beginning with an Aquatic Resources Delineation conducted concurrently with the biological survey. The delineation will characterize and map jurisdictional wetlands and waters of the U.S. and state per the USACE 1987 Wetland Delineation Manual, OHWM standards, and RWQCB requirements, with GPS mapping and completed data forms. Results will inform all three permit applications.

The USACE Section 404 permit will be sought under NWP 60 (fish passage) or NWP 27 (aquatic restoration); Ascent will prepare the Pre-Construction Notification (PCN) and coordinate a pre-application meeting with Lake County departments, USACE, RWQCB, CDFW, and USFWS. The RWQCB Section 401 application will pursue the most efficient pathway available: the General Order for Small Habitat Restoration Projects (NOI with 30-day review, if project area is <5 acres and <500 LF and qualifies for CEQA categorical exemption) or the Statewide Restoration General Order (NOI with pre-application meeting and 30-day + 21-day public notice review). The CDFW Section 1602 Lake and Streambed Alteration Agreement notification will be submitted through the EPIMS portal; Ascent will coordinate with CDFW throughout the review period. All three permits are targeted for submission within one month of 60% design, with an estimated combined review duration of four months.

Deliverables

- Draft and Final Aquatic Resources Delineation Report (with GIS shapefiles)
- Draft and Final PCN form and attachments — USACE Section 404 NWP
- Draft and Final Section 401 Water Quality Certification / NOI application
- Draft and Final CDFW Section 1602 LSA notification (submitted via EPIMS)

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1.5 Hydraulic Analysis. Detailed hydraulic analysis of existing and proposed flow conditions using FEMA peak flow data to evaluate water surface elevations, velocities, and flow conveyance. The analysis will confirm the proposed design meets 100-year flood conveyance requirements; evaluate bridge scour at abutments and piers; assess riffle-pool hydraulic performance; and verify that hitch passage criteria are met at 52 cfs. The existing 2D HEC-RAS model will serve as the analytical baseline and will be refined with final survey data, geotechnical findings, and the confirmed structure geometry.

Deliverables

- Draft and Final Hydraulic Analysis Report

1.6 Geotechnical Investigation. Geotechnical investigation of subsurface conditions at the project site to inform bridge foundation design. Shannon & Wilson will conduct subsurface investigation, laboratory testing, and engineering analysis to provide recommendations for foundation type and depth, bearing capacity, settlement, slope stability, and scour and erosion resistance. Geotechnical findings will be coordinated with Balance Hydrologics' hydraulic scour analysis.

Deliverables

- Draft and Final Geotechnical Analysis Report

1.7 Design and Construction Readiness (PS&E). Preparation of Plans, Specifications, and Estimates (PS&E) for the replacement structure at 60%, 90%, and 100% completion levels. Design will be co-led by Mark Thomas (structural and civil) and Balance Hydrologics (hydraulic and fish passage), with support from Shannon & Wilson (geotechnical) and Ascent Environmental (regulatory). Because the conceptual design and hydraulic basis have been established prior to contract award, the team can advance rapidly to 60% design upon completion of surveys and geotechnical investigation.

The 60% submittal will include an estimated 27 plan sheets covering roadway civil, structural, drainage, creek restoration, bank protection (if required), traffic handling, temporary water pollution control, and erosion control elements, along with a contracts items list and engineer's estimate. The 90% submittal will incorporate District comments from the 60% review and include full technical specifications and a preliminary construction schedule. Final PS&E will incorporate 90% comments, confirm compliance with all permit conditions, and produce bid-ready construction documents.

Deliverables

- 60% Plans, Specifications, and Estimates (PS&E)
- 90% Plans, Specifications, and Estimates (PS&E)
- 100% Plans, Specifications, and Estimates (PS&E) — bid-ready construction documents
- Construction cost estimate and projected construction timeline

1.8 Administration and Outreach. Project management and coordination throughout the project, including a kickoff meeting, regular progress meetings with District staff, and

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preparation of meeting agendas, notes, and progress reports. Balance Hydrologics will lead project management as prime consultant.

Deliverables

- Kickoff meeting agenda and notes
- Progress meeting agendas and notes (recurring)
- Progress reports (monthly or as agreed with District)
- Tribal consultation correspondence and meeting records

2. **REPORTING REQUIREMENTS.** Consultant shall submit quarterly reports in a format approved by District by the 10th of the month following the report period.

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

4. **DISTRICT RESPONSIBILITIES.** The District shall perform the following services within the contract term and in coordination with the Consultant.

4.1 The District shall be responsible for overall project administration, including contract management, invoicing coordination, and accounting functions.

4.2 Coordinate with funding agencies regarding reporting compliance.

4.3 Participate in review meetings and provide consolidated comments.

4.4 Provide timely review of draft deliverables (within agreed review window).

4.5 Facilitate access to project sites when possible and coordinate with landowners as needed.

4.6 The District shall facilitate outreach for the project, when feasible.

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EXHIBIT “B” – 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 District.

2.2 District shall make payment within 30 business days for 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. District is authorized to withhold ten percent of the amount requested in each invoice of Consultant until project completion to maintain compliance with project funding sources.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

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

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

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

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

5. EXPENDITURE OF FUNDS.

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

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

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EXHIBIT “C” – COMPLIANCE PROVISIONS

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

2. **NON-DISCRIMINATION.** Consultant 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 District, in writing, any incidents of alleged fraud and/or abuse by either Consultant or Consultant’s subconsultant. Consultant shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by District.

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 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 30 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.

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

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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 District certificates of insurance naming the District as additional insured. Consultant agrees to provide to District, 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 District and 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 District, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, agents or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

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

The District, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Consultant's insurance on Form CG 20 10 11 85. Consultant shall not commence work under this Agreement until Consultant has had delivered to District the Additional Insured Endorsements required herein.

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

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 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.

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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 party 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 District except that claims for money due or to become due Consultant from District under this Agreement may be assigned by Consultant to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to District. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

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

13. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, Consultant is an independent contractor and is not an employee, agent or servant of District. Consultant is not entitled to any employee benefits. District agrees that Consultant shall have the right to control the manner and means of accomplishing the result contracted 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 District.

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.

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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 District for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.
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 District agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.