

**AGREEMENT BETWEEN LAKE COUNTY WATERSHED PROTECTION DISTRICT  
AND BOHAN AND CANELIS GENERAL ENGINEERING**

This Contract is made and entered into this 15<sup>th</sup> day of July 2017, by and between the Lake County Watershed Protection District, hereinafter referred to as "DISTRICT" and Bohan & Canelis General Engineering, hereinafter referred to as "CONTRACTOR".

**WITNESSETH**

WHEREAS, the DISTRICT has identified a need to mow grasses as part of its levee maintenance program, hereinafter referred to as "Project"; and

WHEREAS, the CONTRACTOR has extensive experience with the mowing of grasses and other incidental vegetation; and

WHEREAS, the CONTRACTOR is qualified and experienced to perform said services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONTRACTOR'S RESPONSIBILITIES:

CONTRACTOR shall provide services as described in Exhibit "A", Request for Proposal for Middle Creek Levee Mowing, dated May 2016, attached hereto, and CONTRACTOR'S Proposal for Middle Creek Levee Mowing dated May 24, 2016, attached hereto as Exhibit "B", both of which are incorporated by this reference as if fully set forth herein.

2. DISTRICT'S RESPONSIBILITIES:

For services described above, DISTRICT shall pay CONTRACTOR in accordance with the "Pricing Schedule" set forth in Exhibit "B" herein. A sum not to exceed \$63,600.00 (Sixty three thousand six hundred dollars) shall be the total compensation for services under this Contract.

3. TERM

- A. This CONTRACT shall commence on July 1, 2017 and shall continue in full force and effect through June 30, 2021, or until terminated as hereinafter provided. Compensation for 2017 shall be \$15,191.92 allowing for an annual 3% cost of living increase per year on remaining years of contract, not to exceed in total the amount of Sixty Three thousand six hundred dollars (\$63,600.00).
- B. CONTRACTOR shall provide The DISTRICT with a new quote for work each year of contract for approval. If The Lake DISTRICT does not approve the new quote the contract shall be terminated.

4. TERMINATION

This CONTRACT may be terminated as follows:

- A. By mutual consent of the parties; or
- B. By DISTRICT or Director of Water Resources upon thirty (30) days written notice thereof to CONTRACTOR.

Upon termination, DISTRICT shall not be liable to pay CONTRACTOR the total compensation set forth in paragraph 2 hereof, but CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONTRACTOR covered by this Contract. In the event of termination, CONTRACTOR shall provide DISTRICT a report representing the level of work performed to date.

5. STANDARD OF CARE

CONTRACTOR represents that he 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 CONTRACTOR or designated subcontractors, in a manner according to generally accepted vegetation control practices at the time the work is performed.

6. INSURANCE

CONTRACTOR shall not commence work under this contract, until it has obtained all the insurance required herein, certificates of insurance have been delivered 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 canceled until at least twenty (20) days prior written notice has been given to DISTRICT.

CONTRACTOR shall not allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained. Any failure of CONTRACTOR to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Contract.

Certificates evidencing the issuance of the following insurance shall be filed with DISTRICT within ten (10) days after the date of execution of this Contract by CONTRACTOR:

A. Compensation Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, Workers' Compensation Insurance for all of his employees to be engaged in work. In case of any such work is sublet, CONTRACTOR shall require subcontractor similarly to provide 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 CONTRACTOR'S Workers' Compensation Insurance.

B. Public Liability and Property Damage Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, 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 coverages: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

C. Automobile Liability Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR'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 CONTRACTOR'S business in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit coverage per occurrence.

CONTRACTOR shall not commence work under this Contract until he has had delivered to DISTRICT an "Additional Insured Endorsement" naming DISTRICT, its officers, employees, and agents as additional insureds under each of the aforesaid policies in sub-paragraphs (B) and (C).

#### 7. INDEMNIFICATION-HOLD HARMLESS

Each Party shall indemnify and hold harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorneys' 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, 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. CONTRACTOR'S liability hereunder shall be limited by the DISTRICT to the amount of the available coverage under CONTRACTOR'S insurance coverage as described in Section B herein.

CONTRACTOR'S obligations under this Section shall survive the termination of the Agreement.

#### 8. ASSIGNMENT

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

#### 9. INDEPENDENT CONTRACTOR

It is specifically understood and agreed that in the making and performance of the Contract, CONTRACTOR is an independent Contractor and is not an employee, agent or servant of DISTRICT. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of Accomplishing the result contracted for herein.

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

10. MODIFICATION

This Contract may be modified only by a written amendment hereto, executed by both parties.

11. NON-DISCRIMINATION IN EMPLOYMENT

In the performance of the work authorized under this Contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, nation origin, physical disability (including HIV and AIDS), mental disability, mental condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONTRACTORS and subcontractors shall comply with provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, Sections 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of California Code of Regulations are incorporated into this contract by reference and made a party hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

12. ATTORNEYS FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, 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.

13. OWNERSHIP

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by CONTRACTOR hereunder shall become the property of DISTRICT.

14. INTEREST OF CONTRACTOR

CONTRACTOR hereby covenants that it has, at the time of the execution of this Contract, no 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 required to be performed pursuant to this Contract. CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed.

15. SEVERABILITY

If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

16. NOTICES

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice in writing, to the other party:

DISTRICT:

Lake County Watershed  
Protection District  
255 N. Forbes Street  
Lakeport, CA 95453

CONTRACTOR:

Bohan & Canelis General Engineering  
P.O. Box 186  
Cazadero, CA 95421

17. ADDITIONAL PROVISIONS

This Contract shall be governed by the laws of the State of California. It constitutes the entire Contract between the parties regarding its subject matter. This Contract supersedes all proposals, oral and written, and all negotiations, conversations, or discussions heretofore and between the parties related to the subject matter of this Contract.

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Contract on the day and year first above written.

DISTRICT:

LAKE COUNTY WATERSHED  
PROTECTION DISTRICT

CONTRACTOR:

Bohan & Canelis General Engineering

By: \_\_\_\_\_  
Chair, Board of Directors

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

Title: General Manager  
680568764  
(Federal Identification Number)

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

ATTEST:  
CAROL J. HUCHINGSON  
Clerk of the Board

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

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



# MIDDLE CREEK LEVEE MOWING

## EXHIBITS

## **EXHIBIT A**

### **Request for Proposal for Middle Creek Levee Mowing**

**REQUEST FOR PROPOSALS  
FOR  
MIDDLE CREEK LEVEE MOWING  
May 2016**

**BACKGROUND**

The Lake County Watershed Protection District (District) has maintenance responsibility for 10.5 miles of levee along Scotts Creek, Middle Creek, Clover Creek and Alley Creek in Upper Lake, CA. The District is soliciting proposals for mowing of the above mentioned levees (Exhibit "A" Project Location) (Exhibit "B" Typical Levee Cross Section).

**SCOPE OF WORK**

Work predominately consists of mowing grasses; however, brush and saplings may also be encountered in some areas. The area to be mowed is approximately 76 acres. Project area topography consists of flat benches and levee side slopes ranging from 3:1 on the water side to 2:1 on the land side. Levee side slopes may be steeper in some areas. Levee heights range from 2 to 15 feet.

The District also has an herbicide program in this area and coordination of mowing activities and herbicide applications will have to be considered.

**TIMING OF MOWING**

Mowing shall take place after the majority of grass growth has ceased, so as to not allow significant re-growth and shall be completed no later than July 15, so as to reduce fire hazards. Completion date for mowing can be extended for seven (7) days with Owner's authority.

**LENGTH OF CONTRACT**

The contract time will be for one year, commencing July 1, 2016, and may be extended for four one year option periods upon the mutual written consent of both parties.

**PRE-PROPOSAL CONFERENCE**

There will not be a mandatory pre-proposal conference. Potential contractors may request a tour by calling Scott Webb at (707) 263-2344.

**PROPOSAL SUBMITTAL REQUIREMENTS**

Proposals shall be received by the District no later than 4:00 p.m. on May 26, 2016. Two copies of the proposal shall be submitted to Scott Webb, Water Resources Technician, Department of Water Resources, County of Lake, 255 N. Forbes St., Room 309, Lakeport, CA 95453.

Proposals shall identify and include;

1. The manpower and equipment to be used and address any special considerations.
2. A proposed work plan and timetable.

## **EXHIBIT B**

### **Contractor's Proposal for Middle Creek Levee Mowing**

General Engineering Contractor

P.O. Box 186, Cazadero, CA 95421

P (707) 632-5708 F (707) 632-6342

License # 829905

Agreement Date: May 24, 2016

**CLIENT:**

**Client:** Lake County Watershed Protection District  
Department of Public Works, County of Lake  
255 N. Forbes Street, Room 309  
Lakeport, CA 95453

**PROJECT LOCATION:**

**Project Address:** Levees along Scotts, Middle, Clover and Alley Creeks  
Upper Lake, CA

**PROJECT DESCRIPTION:**

Provide Services as listed on page 2

**PROPOSAL PREPARED BY:**

**Prepared By:** Nick Canelis  
**Office Address:** P.O. Box 186  
Cazadero, CA 95421  
**Office Phone:** (707) 632-5708  
**Office Fax:** (707) 632-6342  
**Cell Phone:** (707) 889-0298

Agreement Date: May 24, 2016

Client: Lake County Watershed Protection District

Project: Levees along Scotts, Middle, Clover and Alley Creeks

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**Services:****Provide Operator and Equipment described as follows:**

Mobilize mowing equipment to the site. Mow the various levee roadsides, slopes and benches as per the typical levee cross section. This pricing includes 3 operated mowing tractors and an operated support pick-up truck with a tow behind 500 gallon water trailer with pump for fire suppression. The mowing tractors will be outfitted with various flail mowers including rear, side and boom mounted. This pricing assumes that water, parking and staging area will be available at the Lake County Maintenance yard on Highway 20 for the duration of the work. Mowing outlined below will be completed within 4 working days pending weather conditions. Mowing will take place after July 1 and be completed by July 15. Mowing operations will start at the West end of unit 3 and work to the East followed by working North along both sides of Middle Creek, followed by Unit 4 & 5.

Unit 1 3.8 miles of Levee	Cost	\$	2,541.57
Unit 2 3.13 miles of Levee	Cost	\$	5,666.45
Unit 3 1.38 miles of Levee	Cost	\$	2,916.55
Unit 4 1.53 miles of Levee	Cost	\$	1,916.60
Unit 5 1.04 miles of Levee	Cost	\$	1,708.27
	<b>Total Cost</b>	<b>\$</b>	<b>14,749.44</b>

**References:**

Jon Niehaus Sonoma County Water Agency 707-521-1845

Work Completed 2015-2016

Mowing of numerous roadsides, levees, slopes, reservoirs and large acreages.

Tom Smythe County of Lake Water Resources 707-263-2344

Work Completed 2015

Completion of mowing priced above

**Plans & Specifications:**

N/A

**Inclusions:**

N/A

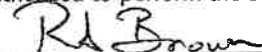
**Exclusions:**

N/A

**Terms:**


- 1 Description of Work: Bohan and Canelis General Engineering will provide services as listed above.
- 2 All damage causing repair and/or replacement to existing underground utilities/pipes/etc., including but not limited to gas lines, electrical lines, phone/fiber optic lines, wells, unforeseen sub-finish grade conditions, etc. not disclosed by the "Client" are not the responsibility of Bohan and Canelis General Engineering.
- 3 Terms of Payment: Customer to be billed at the completion of work as described above. Net 15.
- 4 All services included in this agreement are to be scheduled and completed in a substantial and workman like manner according to standard practices.
- 5 Prices quoted in this agreement are based upon current rates and upon conditions that the agreement will be accepted within thirty days.

ACCEPTANCE OF AGREEMENT: The above prices and services are satisfactory and hereby accepted. You are authorized to perform the services as specified. I have read the "Terms of Payment" outlined above and agree to comply.

  
Accepted By: Lake County Watershed Protection District

6/21/16

Date:

  
Bohan & Canelis General Engineering

5/24/16

Date:

Agreement Date: May 24, 2016  
Client: Lake County Watershed Protection District  
Project: Levees along Scotts, Middle, Clover and Alley Creeks  
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