

CONSULTANT AGREEMENT FOR ON-CALL CIVIL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the County of Lake, hereinafter referred to as COUNTY, and RSA+, hereinafter referred to as ENGINEER:

WITNESSETH:

WHEREAS, the COUNTY solicited a Request for Qualifications (RFQ) for professional Civil Engineering Services in October 2024; and

WHEREAS the COUNTY and a selection committee reviewed the qualifications submitted and determined a list for contracts on an “as-needed” basis depending on project priorities and available funding in December of 2024; and

WHEREAS, the COUNTY now desires to enter into an Agreement with RSA+ to provide on-call professional engineering services for the Department of Public Works; and

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

1. SERVICES AND TASK AUTHORIZATION

ENGINEER shall provide professional civil engineering and related technical services to the COUNTY on an as-needed basis and only as authorized by the COUNTY.

Individual assignments may be authorized by the COUNTY based upon operational needs, project priorities, available funding, and the qualifications and availability of ENGINEER.

Prior to commencing a significant assignment, ENGINEER shall, when requested by the COUNTY, provide an estimated scope of services, schedule, staffing, and cost for COUNTY review and authorization. ENGINEER shall not perform work beyond the scope or amount authorized by the COUNTY without prior approval.

2. SCOPE OF WORK

A. Staffing and Availability

ENGINEER shall designate a primary California-licensed Civil Engineer to serve as the COUNTY’s principal point of contact. ENGINEER shall have sufficient experience with municipal or county public works operations, public infrastructure, capital improvement projects, and construction administration.

Because this Agreement is intended, in part, to maintain continuity during an interim Public Works leadership period, ENGINEER shall be capable of responding promptly to routine requests and providing expedited professional engineering assistance for urgent or emergency Public Works matters.

ENGINEER may assign additional qualified personnel as necessary based upon the technical requirements of individual assignments.

B. Professional Engineering and Technical Support

ENGINEER may be requested to perform services including, but not limited to, the following:

- Provide professional engineering consultation and technical guidance regarding COUNTY roads, bridges, drainage and stormwater systems, transportation facilities, utilities, solid waste facilities, and other public infrastructure.
- Review engineering plans, specifications, estimates, calculations, studies, reports, and other technical documents.
- Prepare or review engineering designs, plans, specifications, cost estimates, bid documents, technical memoranda, and related documents.
- Provide professional engineering review, recommendations, certifications, and signatures when required and legally appropriate.
- Assist COUNTY staff in evaluating engineering alternatives, project feasibility, constructability, costs, schedules, and risks.
- Conduct field inspections, site evaluations, and engineering assessments as requested.
- Provide technical assistance related to capital improvement projects, construction activities, change orders, requests for information, unforeseen field conditions, and project closeout.
- Assist with evaluation of infrastructure maintenance and repair needs and provide recommendations regarding corrective actions.
- Provide professional engineering assistance during emergency conditions affecting COUNTY infrastructure.
- Participate in meetings with COUNTY staff, ENGINEERS, consultants, regulatory agencies, the Board of Supervisors, and other parties when requested.
- Prepare technical reports, correspondence, recommendations, presentations, and other professional engineering documentation as requested by the COUNTY.
- Perform other professional civil engineering and related technical services within ENGINEER's qualifications as authorized by the COUNTY.

3. PROFESSIONAL RESPONSIBILITY AND COUNTY AUTHORITY

All professional engineering services shall be performed in accordance with applicable federal and State laws and regulations and applicable professional standards.

ENGINEER shall provide professional engineering and technical support to COUNTY staff. Nothing in this Agreement shall be construed as appointing ENGINEER or any employee of ENGINEER as the Public Works Director or as independently delegating to ENGINEER any authority reserved by law, COUNTY ordinance, COUNTY policy, or Board action to the Public Works Director, Purchasing Agent, or other COUNTY official.

Any authority specifically delegated to ENGINEER by the COUNTY shall be separately documented and shall be exercised only to the extent permitted by applicable law.

4. COMPENSATION

As full compensation for all work or services to be provided by ENGINEER hereunder, COUNTY shall make payments to ENGINEER based on monthly invoices for all services performed. Invoices shall reference the project title and be billed on a time-and-expense basis. The total fee for the project will not exceed \$75,000.00 without prior approval of the COUNTY.

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Upon satisfactory completion of services the final payment of any balance will be due upon receipt of the final invoice. The final invoice shall be submitted within 60 calendar days after completion of the ENGINEER'S work.

5. TERM

ENGINEER shall commence services upon execution of this Agreement and upon authorization by the COUNTY.

This Agreement is intended to provide professional engineering support during the interim period while the COUNTY recruits for and transitions to a permanent Public Works Director who possesses the required California civil engineering license.

Upon appointment of a permanent Public Works Director who possesses the required California civil engineering license and assumes the duties of the position, the COUNTY may continue to utilize ENGINEER, as needed, to facilitate an orderly transition and provide additional professional engineering support.

This Agreement shall remain in effect until terminated in accordance with the termination provisions of this Agreement or until otherwise amended or superseded by written agreement of the parties.

6. TERMINATION

This Agreement may be terminated by mutual consent of the parties or by COUNTY upon 30 days written notice to ENGINEER.

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, ENGINEER shall be paid a prorated amount for the services provided up to the date of termination.

7. INDEMNIFICATION AND HOLD HARMLESS

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. CONSULTANT's liability hereunder shall be limited by the COUNTY to the amount of the available coverage under CONSULTANT's insurance coverage as described in Section 19 herein.

8. INSURANCE

8.1 ENGINEER shall procure and maintain Workers' Compensation Insurance for all of its employees.

8.2 ENGINEER 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 ENGINEER's liability.

8.3 ENGINEER 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 ENGINEER's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

8.4 ENGINEER 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 ENGINEER is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

8.5 ENGINEER 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. ENGINEER agrees to provide to COUNTY, at least 30 days prior to expiration date, a new certificate of insurance.

8.6 For any claims related to the work performed under this Agreement, the ENGINEER'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 ENGINEER's insurance and shall not contribute with it.

8.7 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 ENGINEER's insurance on Form CG 20 10 11 85. ENGINEER shall not commence work under this Agreement until ENGINEER 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.

8.8 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 COUNTY from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

8.9 Any failure of ENGINEER 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.

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9. INDEPENDENT CONTRACTOR

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

ENGINEER is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to ENGINEER and ENGINEER'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.)

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

COUNTY OF LAKE

RSA+ ENGINEERS

By _____
Chair, Board of Supervisors



APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel



Lloyd Guintivano (Sep 18, 2026 12:33:13 PDT)

Final_On-Call Civil Engineering Services - RSA+

Final Audit Report

2026-09-18

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