AGREEMENT FOR CLOVER CREEK DIVERSION CHANNEL HABITAT ENHANCEMENT PROJECT

This Agreement is made and entered into by and between the Lake County Watershed Protection District, hereinafter referred to as "District", and Coleman Construction LLC, hereinafter referred to as "Contractor", collectively referred to as the "Parties".

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to District the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A. 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 October 26, 2026, and shall terminate on December 31, 2026, 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. Contractor has been selected by District to provide the services described hereunder in Exhibits "A" (Scope of Services) attached hereto. Compensation to Contractor shall not exceed $123,750.

The District shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibits "A" (Scope of Services) and "B" (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor 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 District upon Seven (7) days written notice to Contractor. In the event of non-appropriation of funds for the services provided under this Agreement, District 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 Contractor's noncompliance with or breach of this Agreement:

a. Require Contractor 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 Contractor and not used for services specifically outlined in Exhibit A of this Agreement; and/or
f. Terminate this Agreement upon seven (7) days written notice to Contractor.

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.

Upon termination, Contractor 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, Contractor shall:

a. Submit all financial documents for the effective period of this Agreement, including but not limited to, invoices, canceled checked, 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 Contractor and District executed by the Water Resources Department Head.

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

County of Lake
Department of Water Resources
255 N. Forbes St, #309
Lakeport, CA 95453
Attn: Dr. Pawan Upadhyay

Coleman Construction LLC
85 East Highway 20/ PO Box 1020
Upper Lake, CA 95485
Phone: 707/275-9016
Attn: Travis Coleman

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
Exhibit D – Map of Project area

8. TERMS AND CONDITIONS. Contractor 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 _____, California on _____.

COUNTY OF LAKE

By: _____ Date: _____

CHAIR
BOARD OF DIRECTORS
Lake County Watershed Protection District

CONTRACTOR

By: _____ Date: 10-23-26

Tracy Coleman
Owner
Coleman Construction LLC

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

Digitally signed by Lloyd C. Guintivano
DN: C=US, O=County of Lake, CN=Lloyd C. Guintivano, OU=Office of the County Counsel, E=Lloyd.Guintivano@lakecountyca.gov
Date: 2026.10.23 09:53:33 -07'00'

EXHIBIT "A" – SCOPE OF SERVICES

B. Work Plan

Task 1 — Mobilization, Site Preparation and Access

Coordinate preconstruction access, channel work limits, approved haul routes, staging, environmental requirements and cultural-resource monitoring with the District. Mobilize excavator, dozer, loading and hauling equipment and personnel.

Task 2 — Temporary Water Diversion and Cofferdam (Removed by Addendum No. 1)

Coleman Construction acknowledges that Task 2 was removed from the project scope pursuant to Addendum No. 1.

Task 3 — Vegetation Removal

Mechanically clear and grub vegetation within the channel bottom and District-designated limits, including roots and root balls to the extent practical. Protect vegetation and levee features identified for retention. Load and haul all vegetation, including stumps and roots, to the County-owned lot at 2500 Garden Drive, Nice, CA 95464. Place vegetation in separate piles free of sediment, gravel, trash and other debris. Clean equipment as necessary to avoid spreading invasive species.

Task 4 — Sediment Removal and Channel Restoration

Excavate accumulated sediment in the designated channel bottom, working to limits and elevations established by the District in the field. Load, haul and stockpile excavated sediment at Coleman Construction's Upper Lake yard located at 85 East Highway 20 Upper Lake CA 95485. Protect levees, channel banks and habitat features outside authorized limits. Coordinate ground disturbance with County-provided tribal cultural-resource monitors.

Task 5 — Demobilization and Restoration

Remove construction debris and temporary measures no longer needed; dress and stabilize disturbed work and access areas as required by District direction and applicable permits. Demobilize equipment and leave the work area clean and stable.

Scope Clarifications and Assumptions

- Price includes labor at applicable California prevailing-wage rates, equipment, loading, hauling, and ordinary site cleanup for the described work.
- District will establish final work limits and excavation elevations in the field. Because the RFP provides no firm sediment volume, this lump sum assumes a mutually agreed executable quantity and scope consistent with site observations; materially increased excavation or hauling quantities require written negotiation before proceeding.
- The County is responsible for securing environmental/regulatory permits and arranging separate tribal cultural-resource monitoring. Contractor will coordinate and comply with applicable requirements.
- **Optional Riprap Placement (Not Included in Base Proposal):** Coleman Construction will have an excavator available on site capable of placing County-furnished riprap at a rate of $2,000 per day. The final amount and scope of this optional work will be negotiated after the majority of vegetation and sediment has been removed, when the scour areas are more clearly visible and the required riprap placement can be assessed. Any optional riprap work will be subject to County authorization and a mutually agreed price prior to performance.
- Temporary water diversion, cofferdams, dewatering and related water treatment are excluded pursuant to Addendum No. 1.
- 5% Bid Bond from Coleman Construction is included with this proposal.

EXHIBIT "B" – FISCAL PROVISIONS

1. **CONTRACTOR'S FINANCIAL RECORDS.** Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles. **Contractor shall produce said financial records within fifteen (15) days upon receipt of a written request by the County.**

2. **INVOICES.**

2.1 Contractor's invoices shall be processed upon the completion of the project, or such other time that is mutually agreed upon in writing, and shall be on a lump-sum price, as provided in section 3 of this Agreement, and 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 Contractor and approved by the Assistant Purchasing Agent.

2.3 Contractor and County shall each appoint one responsible representative for the purpose of resolving any billing questions, questioned costs, denied claims, disallowed amounts, unsupported charges, or other billing disputes that may arise during the term of this Agreement. If such issues arise, any payments of undisputed, allowable, properly documented, accepted, and reimbursed amounts are subject to Section 2.2 of this Agreement. County shall not be required to pay disputed, denied, disallowed, unsupported, or non-reimbursed amounts unless and until the matter is resolved, the amount is determined to be allowable and payable, and County has received applicable state, federal, or other reimbursement for the services billed. Once a questioned or disputed amount is resolved by the designated representatives, any allowable and payable amount shall be paid to Contractor in accordance with Section 2.2.

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

4. **EXPENDITURE OF FUNDS.**

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

EXHIBIT "C" – COMPLIANCE PROVISIONS

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

2. **NON-DISCRIMINATION.** Contractor 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 Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

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 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

5. **INDEMNIFICATION AND HOLD HARMLESS.**

Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

6. **STANDARD OF CARE.** Contractor 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 Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. **INTEREST OF CONTRACTOR.** Contractor 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 seven (7) 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 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor 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 contractor's liability.

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

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

9.5 Contractor 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. Contractor 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, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors 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. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor'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 Contractor'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 Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor 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 Contractor 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 Contractor 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.

9.10 Any failure of Contractor 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. Contractor 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 Contractor from County under this Agreement may be assigned by Contractor 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. Contractor 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, Contractor is an independent contractor and is not an employee, agent or servant of County. 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 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 Contractor 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. Contractor 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. Contractor 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. Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor 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.

Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

20. RESIDENCY. All independent contractors 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. Contractor 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 Contractor 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.

AGREEMENT FOR CLOVER CREEK DIVERSION CHANNEL HABITAT ENHANCEMENT PROJECT

EXHIBIT "D" – MAP OF PROJECT AREA

