

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 17th day of August, 2021, by and between the COPPER VALLEY COMMUNITY SERVICES DISTRICT, formed and operating pursuant to California Government Code 61000 et seq., hereinafter referred to as "District" and Gritz Consulting hereinafter referred to as "Consultant".

RECITALS

WHEREAS, District desires to obtain services from Consultant as specified in Section 1; and

WHEREAS, Consultant is duly licensed, qualified and equipped to perform said services for the benefit of District; and

WHEREAS, the performance of such services by Consultant has been determined by District to be in the public interest.

NOW, THEREFORE, District and Consultant agree as follows:

1. **Scope of Work.** District engages the services of Consultant as an independent contractor to perform the work and render the services described in Exhibit A attached hereto and incorporated herein. The Work is generally described as follows: General engineering review and services related to District roads, facilities and related infrastructure; assistance with design review, inspection and acceptance of developer constructed infrastructure.

Consultant shall (a) provide all labor, equipment, material, supplies, advice, consultation, analysis, administration, and preparation of policies, procedures and documents required or necessary to properly, competently and completely perform the Work; (b) determine the method, details and means of doing the Work; and (3) perform the Work in a manner commensurate with the highest professional standards of qualified and experienced personnel in Consultant's field.

2. **Payment.** In exchange for the Work, District shall pay to Consultant a fee based on Consultant's actual time and material necessarily and actually expended on the Work in accordance with Consultant's fee schedule, attached hereto as Exhibit B and incorporated herein.

At the end of each month and upon completion of the work, Consultant shall submit to District an invoice for the Work performed which shall specifically describe the details of the Work performed for which compensation is requested, and itemize the actual time expended by Consultant in providing such work by Task, if applicable. If the Work is satisfactorily completed and the invoice is accurately computed District shall pay the invoice within thirty (30) days of its receipt. There shall be no compensation for extra or additional work or services by Consultant other than those specifically described in Section 1 hereof, unless approved in advance in writing by District.

3. **Term.**

A. This Agreement shall take effect on the above date and shall continue in effect until completion of the Work to the satisfaction of District unless sooner terminated as provided below. On assignment of each Task, Consultant shall perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

B. Time is of the essence in this Agreement.

C. This Agreement may be terminated for any or all portions of the Work by either party upon written notice to the other party.

D. In the event of default in performance by Consultant, the provisions of Section 4 hereof shall apply.

4. **Default by Consultant.** If Consultant fails to expeditiously advance the Work, or performs work that does not comply with the requirements of this Agreement, or fails to perform any task or produce any documents required by this Agreement, or is guilty of any other material breach of the terms of this Agreement, District may (1) suspend payment until such time as the default is remedied by Consultant; or (2) by written notice to Consultant terminate Consultant's right to perform all or any portion of the Work.

5. **Ownership of Documents.** Every document prepared by Consultant under this Agreement shall be the exclusive property of District. By this Agreement, Consultant transfers all of its right, title and interest in such documents to District. To the extent any document prepared under this Agreement constitutes a copyrightable work, the Work under this Agreement shall be considered a work for hire and by this Agreement Consultant shall be deemed to transfer all rights, title and interest in the copyrightable work to District, including the exclusive copyright. Documents prepared by Consultant under this Agreement shall not be provided by Consultant to any other person without District's prior written approval.

6. **Compliance with Laws.** Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations regarding safety of persons and property and their protection from damage, injury or loss, including applicable Cal-OSHA regulations. Consultant also shall possess and maintain all permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all laws and regulations as required by local, state and federal agencies regarding nondiscrimination including, but not limited to, Title VII of the Civil Right of 1964, the Americans with Disabilities Act, the Age Discrimination Employment Act of 1967, and the California Fair Employment and Housing Act. The Consultant is aware of the District's anti-harassment policy and agrees to abide by the policy, practices and procedures set forth and established by the District.

7. **Indemnification.** Consultant shall indemnify, defend, protect, and hold harmless Client, and its officers, employees, volunteers and agents from and against liability, losses, claims, and damages, resulting from:

(1) the performance of or failure to perform the Work or any other obligations of this Agreement by Consultant or Consultant's agents or employees; or (2) any negligent act or omission of Consultant, or Consultant's agents or employees in connection with any acts performed or required to be performed pursuant to this Agreement. This indemnification shall not include any claim arising from the negligence or willful misconduct of the Client or its employees or agents and shall only be applicable to the extent, or proportion that the Consultant's act or omission contributed to liability, loss, claim or damage. Consultant's obligations under this indemnification provision shall survive the termination, or completion of Work, under this Agreement.

8. **Insurance.**

A. Types and Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this agreement the following types and limits of insurance:

CVCSO Consulting Services Agreement
Gritz Engineering

<u>Type</u>	<u>Limits</u>
Commercial Public Liability	\$1,000,000 per occurrence
Property Damage and Automobile Liability	\$1,000,000 per accident
Workers' Compensation	statutory limits
Employers' Liability	\$1,000,000 per accident

B. Other Requirements. Said insurance shall also specifically cover the contractual liability of Consultant. If Consultant fails to maintain such insurance, Client may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

C. Consultant shall be permissibly self insured or shall carry full workers' compensation coverage for all persons employed, either directly or through subcontractors, in carrying out the Work contemplated by this Agreement and in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California. If Consultant fails to maintain such insurance, Client may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

D. Consultant agrees to furnish a certificate or certificates substantiating the fact that it has taken out the insurance set forth above for the period covered by the Agreement and all evidence substantiating coverage of Client and its agents and employees. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by Client.

Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after Client shall receive notification of such cancellation or reduction.

9. **Independent Contractor.** The parties hereto agree that at all times during the term of this Agreement Consultant, Consultant's employees and agents hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of District. Consultant shall have control over the means, methods, techniques, sequences, and procedures for performing and coordinating the Work required by this Agreement. District shall have the right to control Consultant only insofar as the result of Consultant's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third parties are employed or contracted by Consultant, such employees or subcontractors shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or contract shall be determined by Consultant, and District shall have no right or authority over such persons or the terms of their employment or contract.

Therefore, neither Consultant or any third persons employed by or contracted by Consultant to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from District should Consultant or any of its employees or contractors sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Consultant nor any third persons or contractors employed by Consultant shall be entitled to any other benefits payable to employees of District. Consultant hereby agrees to defend and hold District harmless from any and all claims that may be made against District based on any contention by any third party that an employer/employee relationship exists or that a contractual relationships exists between District and that third party by reason of this Agreement.

Consultant represents that it, and its employees and contractors, if applicable, are properly licensed and will remain so during the progress of the Work contemplated by this Agreement.

CVCS D Consulting Services Agreement
Gritz Engineering

10. **Entire Agreement.** This writing and the documents incorporated herein by reference as Exhibit A, represent the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

11. **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of District.

12. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

13. **Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

14. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

15. **Notice.** Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

District: Copper Valley Community Services District

Attention: Peter Kampa, GM

Consultant:

Any party may change its address by notifying the other party of the change in the manner provided above.

16. **Attorneys Fees.** In the event of litigation between the parties, or if a party becomes involved in a litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorneys fees from the other party. The prevailing party will be entitled to an award of attorneys fees in an amount sufficient to compensate the prevailing for all attorneys fees incurred in good faith.

(Signatures on Following Page)

COPPER VALLEY COMMUNITY SERVICES DISTRICT

By: _____

Name

Title

CONSULTANT

By: _____

Name

Title

APPROVED AS TO FORM

By: _____

Name

COPPER VALLEY COMMUNITY SERVICES DISTRICT
GRITZ CONSULTING AGREEMENT
EXHIBIT A
SCOPE OF WORK

Consultant shall serve as District Engineer and representative of the District as an independent contractor. Gritz will provide general engineering services to the District on an as-needed basis and by Task Order for a multitude of projects as assigned by the General Manager. Each Task Order must be signed by both parties, and will generally describe the requested work, priority level and preferred schedule for start and completion. Task Orders may contain an estimated “not to exceed unless approved by the GM” cost. Task Orders initially expected include:

1. CV Saddle Creek, LLC Quail Creek residential development construction plan review and approval, construction inspection and related documentation, developer and contractor communication and coordination, reporting to District and its Board, preparation of final documentation and recommendations for District acceptance of developer constructed infrastructure
2. Review of easements, prior infrastructure acceptance documentation, operating plans and agreements, permits and approvals for the purpose of providing assistance with development of a final site plan as detailed in the Interim Operating Agreement with Copper Valley Partners.
3. Assistance with finalization and implementation of the District encroachment permitting process, review, preparation and approval of encroachment permits and related inspections if needed.

GL Gritz Engineering

R.C.E. C 55600

20189 Gibbs Drive ♦ Sonora ♦ California ♦ 95370

(209) 770-2853; email: glgritzengineering@sbcglobal.net

2021 Standard Fee Schedule

Effective January 01, 2021

General Office / Clerical.....	\$120 per hour
Civil Engineer	\$180 per hour
Civil Engineer Project Management.....	\$200 per hour
Principal.....	\$250 per hour

RESOLUTION __, 2021

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COPPER VALLEY
COMMUNITY SERVICES DISTRICT APPROVING AGREEMENT WITH GRITZ
ENGINEERING FOR GENERAL ENGINEERING SERVICES**

WHEREAS, the Copper Valley Community Services District (District) desires to secure the services of a qualified consulting engineer to serve as District Engineer and provide the District with ongoing technical assistance; and

WHEREAS, Gritz Engineering is a qualified and experienced engineering firm, and has expressed interest in serving the District in the capacity of District Engineer for a variety of assignments.

NOW, THEREFORE, BE IT RESOLVED that the agreement with Gritz Engineering is approved and effective August 17, 2021.

PASSED AND ADOPTED by the Board of Directors of the Copper Valley Community Services District on September 21, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Larry Hoffman, President

Peter Kampa, Board Secretary

Board of Directors