

# 230 S. STERLING DRIVE, SUITE 100, MOUNTAIN HOUSE, CA 95391 (209) 831-2300 • (209) 831-5610 FAX

### **CONSULTANT AGREEMENT**

#### CONTRACT ID # 00395

July 17, 2017

PARTIES:

MHCSD:

Mountain House

Community Services District 230 S. Sterling Dr, Ste 100 Mountain House, CA 95391

CONSULTANT:

**GEI Consultants** 

2868 Prospect Park Dr. Suite, 400 Rancho Cordova, CA 95670-6065

The Parties agree as follows:

#### 1. Priority of Documents

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.
- B. CONSULTANT'S Proposal dated May 20, 2017

## 2. Scope of Professional Services:

CONSULTANT agrees to provide Preparation of the Basis-of-Design for the Selected Groundwater/Aquifer Storage and Recovery Alternative per Scope of Service attached.

Groundwater/Aquifer Storage and Recovery Alternative, per Scope of Service attached.

#### 3. Term of Agreement:

This Agreement shall commence on the date of execution by the MHCSD General Manager, and continue until December 31, 2017, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein.

## 4. <u>Compensation:</u>

The compensation shall not exceed the amount of \$\_49,846\_ for services performed pursuant to this Agreement. Payments shall be made within 30 days of receipt of invoice from CONSULTANT.

### 5. Invoicing:

CONSULTANT shall submit one original and one copy of each invoice to the MHCSD, 230 S. Sterling Drive, Suite 100, Mountain House, CA 95391. All invoices must reference this Contract ID Number, the service performed and the Federal Tax Payer Identification Number. Each invoice shall also identify (1) total contract amount (\$), (2) expenses to date (\$), (3) remaining funds per contract (\$), and (4) total amount due per invoice (\$). Payments will be made against invoices as submitted.

#### 6. CONSULTANT's Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONSULTANT is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the MHCSD. CONSULTANT shall perform the CONSULTANT's work in accordance with currently approved methods and standards of practice in the CONSULTANT's professional specialty. A copy of CONSULTANT's current business license shall be provided to MHCSD. The CONSULTANT shall not have any claim under this Agreement or otherwise against the DISTRICT for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The CONSULTANT shall be responsible for federal and state payroll taxes such as social security and unemployment. MHCSD will issue a form 1099 at year-end for fees earned.

#### 7. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of MHCSD. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

#### 8. Non-Exclusive Rights:

This Agreement does not grant to CONSULTANT any exclusive privileges or rights to provide services to MHCSD. CONSULTANT may contract with other agencies, private companies or individuals for similar services.

#### 9. Indemnification, Hold Harmless and Defense:

For work or services provided under this Agreement, and to the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the DISTRICT, its directors, officers, and employees from and against any liabilities, claims, damages and costs, including reasonable attorney's fees to the extent caused by the negligence of the CONSULTANT in performance of services under the terms and conditions of this AGREEMENT.

For claims that arise from non-professional services, and to the fullest extent permitted by law, the CONSULTANT shall indemnify, defend and hold harmless the DISTRICT, its directors, officers, employees, agents and authorized volunteers, (collectively referred to as "DISTRICT Indemnified Parties") and each of them, from and against any and all liability, claims, damages, losses, expenses and costs of any kind or description attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including any damage to the DISTRICT'S property, arising out of alleged negligence, or wrongful acts or omissions, of CONSULTANT or anyone directly or indirectly employed by CONSULTANT or anyone for whose acts any of them may be liable, except to the extent of the DISTRICT's sole negligence or willful misconduct.

#### 10. Insurance:

CONSULTANT if required to work on MHCSD property during the contract period, shall submit proof of insurance to MHCSD showing Mountain House Community Services District, its officers, agents and employees named as Additional Insured and insurance policy shall contain provisions that such policy may not be canceled except after thirty (30) days written notice to the MHCSD, ten (10) days notice if cancellation is due to nonpayment of premium.

CONSULTANT agrees that CONSULTANT is responsible to ensure that the requirements set forth in this article/paragraph are also be met by CONSULTANT'S subcontractors/consultants who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the MHCSD.

## General Liability Limits

1.	BI & PD combined/per occurrence /Aggregate	\$1,000,000 \$1,000,000
2.	Personal Injury/Aggregate	\$1,000,000
3.	Professional Liabilities	\$1,000,000
Workers' Compensation and Employer's Liability		Statutory requirement

#### 11. Discrimination:

CONSULTANT shall not discriminate against any individual based on race, color, religion, nationality, sex, age, or handicap condition.

#### 12. Notices:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed as shown on Page 1.

#### 13. Termination:

If the CONSULTANT breaches or habitually neglects the CONSULTANT's duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the MHCSD may, by written notices, immediately terminate this Agreement without prejudice to any other remedy to which MHCSD may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon sixty (60) days written notice to other party.

#### 14. Conflict of Interest Statement:

CONSULTANT covenants that CONSULTANT, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONSULTANT under this Agreement. CONSULTANT shall not hire MHCSD's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of MHCSD. Performance of services under this Agreement by associates or employees of CONSULTANT shall not relieve CONSULTANT from any responsibility under this Agreement.

## 15. <u>Drug Free Workplace:</u>

CONSULTANT shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

#### 16. Force Majeure

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

## 17. <u>Compliance:</u>

CONSULTANT shall comply with all Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONSULTANT shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation. CONSULTANT shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services

#### 18. Form Law:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

## 19. <u>Documents:</u>

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the MHCSD whether executed by or for the CONSULTANT for MHCSD, or otherwise by or for the CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to MHCSD forthwith upon termination or completion of the work under this Agreement.

# 20. Entire Agreement and Modification:

This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, MHCSD and CONSULTANT have executed this Agreement on the day and year first written above.

GEI Consultant 2868 Prospect Park Drive, Suite 400 Rancho Cordova, CA 95670-6065

By:

Christian E. Petersen Senior Hydrogeologist Mountain House

Community Services District, a political subdivision of

the State of California

By:

Edwin R. Pattison General Manager

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