

**COACHELLA VALLEY WATER DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between COACHELLA VALLEY WATER DISTRICT, a public agency ("CVWD") and David Keith Todd Consulting Engineers, Inc., a California Corporation, dba Todd Groundwater ("Consultant"). CVWD and Consultant may be collectively referred to as the "Parties" and individually as a "Party."

**RECITALS**

A. CVWD is a public agency of the State of California and is in need of professional services for On-Call Consulting Services for Maintaining Compliance with the Sustainable Groundwater Management Act in the Indio Subbasin.

B. CVWD issued a Request for Proposals ("RFP") seeking proposals from qualified consultants to provide the required professional services, a copy of which is incorporated herein by reference.

C. Consultant submitted a proposal in response to the RFP, and CVWD selected Consultant to provide the required professional services.

D. Consultant is duly licensed in the State of California and has the necessary qualifications to provide such services.

E. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to CVWD.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

**ARTICLE 1**

**Scope of Services to be Performed and Term**

1.1 Scope of Services to be Performed. The scope of services to be provided by Consultant is set forth on Exhibit "A" attached hereto and by this reference incorporated herein ("Services"). Consultant warrants that all work and services set forth in the Scope of Services will be performed in accordance with the Standard of Care (as defined in Section 1.6).

1.2 Term of Agreement. The term of this Agreement shall be from August 31, 2024] to August 30, 2026], unless earlier terminated as provided herein. The Indio Subbasin GSAs shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than three [3] additional one-year terms. If the parties are unable to reach an agreement, the Indio Subbasin GSAs, at their sole discretion, will not move forward with the renewal option and shall re-bid the work.

1.3 Task Orders. CVWD, through its General Manager, or in his absence, his delegate (collectively "Authorized Persons"), may, from time to time, make changes or authorize certain work set forth in the Scope of Services, including but not limited to, issuance of additional instructions, require additional work, or direct omissions of work previously ordered by issuing a

Task Order to Consultant ("Task Order") and the provisions of this Agreement shall apply to all such Task Orders. The Task Order shall be in such form and content as set forth on Exhibit "B" attached hereto and by this reference incorporated herein. Consultant shall not perform and CVWD shall not be liable for any services performed by Consultant unless written authorization from CVWD is given to Consultant prior to the performance of such work. The cost of such Task Orders which may or may not add to or reduce the work called for hereunder and any extension of completion date that might be required thereby, shall be mutually agreed upon in writing by CVWD and Consultant before commencement of the work called for by such Task Order.

1.4 Contract Documents. The following documents are incorporated into and made part of this Agreement by this reference:

- Request for Proposals
- Scope of Services (Exhibit "A")
- Performance Schedule (Exhibit "C")
- Compensation (Exhibit "D")
- Insurance Requirements (Exhibit "E")
- Addenda
- Task orders issued in accordance with the Contract Documents (Exhibit "B")
- Amendments issued in accordance with the Contract Documents

1.5 Permits, Licenses, Fees and Other Charges. Consultant shall, in accordance with applicable laws and ordinances, obtain at his/her/its expense all permits and licenses necessary to accomplish the Scope of Services and shall give all notices necessary and obtain all required inspections. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

1.6 Time to Perform Services. Consultant shall perform the Services in accordance with the schedule set forth on Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from CVWD. CVWD will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk. Consultant shall confer as requested with CVWD representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

1.7 Delays in Performance.

(a) Neither CVWD nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

(b) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

1.8 Qualifications. Consultant represents and warrants to CVWD that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Scope of Services in a competent and professional manner.

1.9 Standard of Care. Consultant's Services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

## **ARTICLE 2**

### **Payment for Services Rendered/Reimbursement**

2.1 Payment for Services Rendered. CVWD shall compensate Consultant for the Services performed pursuant to this Agreement in the amount set forth on the schedule attached hereto as Exhibit "D" and by this reference incorporated herein. In no event shall the total amount paid for Services rendered by Consultant under this Agreement exceed the sum authorized under each Task Order, unless otherwise expressly authorized by written amendment.

#### **2.2 Billing Procedure.**

(a) Consultant shall submit, on or before the twentieth (20th) day of each month, to CVWD, accurate, detailed and complete statements for Services ("Invoices") actually performed during the previous month. The Invoices shall specify the percentage of completion (as of the end of the preceding month) of the work and compensation due Consultant. The Invoices shall be supported by such data substantiating the Consultant's right to payment as CVWD may require.

(b) Payment shall not constitute acceptance of any work completed by Consultant.

(c) The making of final payment shall not constitute a waiver of any claims by CVWD for any reason whatsoever.

2.3 Payment. CVWD shall make payment to Consultant within thirty (30) days of receipt of an undisputed Invoice or the resolution of any billing dispute. CVWD may withhold a portion of an application for payment because of defective work not remedied or unsatisfactory prosecution of the work by the Consultant. CVWD will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. CVWD will not pay late fees to the Consultant on the compensation due Consultant under the terms of this Agreement.

## **ARTICLE 3**

### **Accounting, Inspection and Audit**

3.1 Records. Consultant shall keep and shall preserve for four (4) years after final completion of the project, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to CVWD under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally

accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Consultant under this Agreement. During such four (4) year period, Consultant shall give CVWD and its agents, during normal business hours, access to such Books and Records. CVWD and its agents shall have the right to make copies of any of the said Books and Records.

3.2 Custody. Where CVWD has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Consultant's business, CVWD may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to CVWD and its Representatives.

## **ARTICLE 4**

### **Termination**

4.1 Termination. CVWD may terminate the Agreement, in whole or in part, with or without cause, upon ten (10) days written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue services unless the notice directs to the contrary. In the event CVWD renders such written notice to Consultant, Consultant shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. CVWD shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Consultant's Services. Consultant acknowledges CVWD's right to terminate this Agreement as provided in this Article, and hereby waives any and all claims for damages that might arise from CVWD's termination of this Agreement. Consultant shall deliver to CVWD and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. CVWD shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

## **ARTICLE 5**

### **California Labor Code Provisions**

5.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold CVWD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code sections 1771, 1774 and 1775), employment of apprentices (Labor Code section 1777.5), certified payroll records (Labor Code section 1771.4 and 1776), hours of labor (Labor Code sections 1813 and

1815), and debarment of contractors and subcontractors (Labor Code section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code section 1771.4.

5.2 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

5.3 Compliance Monitoring and Stop Orders. This Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant’s performance of Services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by CVWD. Consultant shall defend, indemnify and hold CVWD, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

5.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

## **ARTICLE 6**

### **Project Management**

6.1 Representative of Consultant. Maureen Reilly (“Consultant Representative”) is hereby designated as the principal and representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection herewith. Consultant shall not substitute any person as Consultant Representative without first notifying CVWD in writing of Consultant’s intent. CVWD shall have the right to review the qualifications of said substitute. If CVWD determines said substitute Consultant Representative is unacceptable, Consultant shall submit alternate candidates until CVWD determines that substitute Consultant Representative is acceptable.

6.2 Representative of CVWD. Zoe Rodriguez del Rey is hereby designated as the representative of CVWD and except as otherwise provided herein authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

## **ARTICLE 7**

### **Work Product**

7.1 Work Product. All original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "Work Product") of Consultant produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall be deemed solely the property of CVWD. Consultant will take such steps as are necessary to perfect or protect the ownership interest of CVWD in such Work Product. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to CVWD all such original Work Product in Consultant's possession or control.

## **ARTICLE 8**

### **Insurance**

8.1 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit E attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain pursuant to this Article, unless otherwise approved in writing by CVWD, and shall furnish separate certificates and endorsements for each subconsultant.

8.2 Failure to Provide Insurance. If Consultant fails or refuses to procure or to maintain the insurance as required by this Agreement or fails or refuses to furnish CVWD with required proof that the insurance has been procured and is in force and paid for, CVWD shall have the right, at CVWD's election and upon ten (10) days' notice to Consultant to terminate this Agreement or procure and maintain such insurance. The premiums paid by CVWD shall be treated as an amount due from Consultant with interest at the rate of ten percent (10%), to be paid on the first (1st) day of the month following the date on which the premiums were paid. CVWD shall have the right to offset any amounts CVWD pays hereunder with amounts due Consultant for services rendered pursuant to this Agreement. CVWD shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

## **ARTICLE 9**

### **Indemnification**

9.1 Consultant's Duty to Indemnify. To the fullest extent permitted by law, Consultant shall defend (with counsel of CVWD's choosing), indemnify and hold CVWD, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, CVWD, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code Section 2782.8), then, and only to the extent required by Civil Code Section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligation to fully defend and indemnify CVWD, its Board, members of the Board, employees, and authorized volunteers shall extend to any and all liability incurred by CVWD based on an allegation that Consultant has been misclassified as an independent contractor or failed to pay any or all necessary state or federal taxes.

## **ARTICLE 10**

### **General Provisions**

10.1 **Notices.** All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

**CVWD:**

Coachella Valley Water District  
P.O. Box 1058  
Coachella, CA 92236  
Attention: J.M. Barrett  
General Manager

**CONSULTANT:**

David Keith Todd Consulting Engineers, Inc.  
1301 Marina Village Parkway, Suite 320  
Alameda, CA 94501  
Attention: Iris Priestaf  
President

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

10.2 **Separate Contracts.** Consultant understands that this is not an exclusive Agreement and that CVWD shall have the right to negotiate with and enter into separate contracts with others providing the same or similar services as those provided by Consultant as CVWD desires.

10.3 **Notification.** In the event of a problem or potential problem that could impact the quality or quantity of work, services or the level of performance under this Agreement, the Consultant shall, within one (1) business day of actual knowledge of the problem or potential problem, notify CVWD in writing and by telephone.

10.4 **Compliance.** All work, labor and materials shall be done and provided in strict conformity with each of the following: (i) all laws, ordinances, codes, rules, regulations and standard specifications of governmental authorities having jurisdiction over Consultant's work; and (ii) this Agreement. Consultant shall also comply, at Consultant's expense, with all requirements of inspectors of any governmental authority having jurisdiction over Consultant's

work. The Consultant will be responsible for securing any and all required governmental inspections and approvals for the work completed under this Agreement.

10.5 Disputes. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by CVWD pending settlement of the dispute.

10.6 Setoffs and Counterclaims. All claims for moneys due or to become due to Consultant shall be subject to deduction by CVWD for any setoff or counterclaim arising out of this or any other of CVWD's agreements with Consultant.

10.7 No Waiver. The fact that CVWD has made payment under this Agreement shall not be interpreted so as to imply CVWD has inspected, approved or accepted the work which has been performed by Consultant. No delay or omission in the exercise of any right or remedy by the non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

10.8 Assignment and Subcontractors. Consultant shall not assign or subcontract any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of CVWD, which consent may be withheld in CVWD's sole and absolute discretion. Any attempted assignment in violation of the provisions of this paragraph shall be void. Subject to the foregoing, this Agreement shall be binding upon the heirs, administrators, successors and assigns of CVWD and Consultant.

10.9 Independent Contractor. The Consultant shall act as an independent contractor in the performance of the services provided for in this Agreement and shall furnish such services in Consultant's own manner and method and in no respect shall Consultant be considered an agent or employee of CVWD, maintaining complete control over all personnel and operations. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. No provisions of this Agreement shall be intended to create a partnership or joint venture between Consultant and CVWD and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement. This provision shall apply even if Consultant co-locates at CVWD offices for purposes of this Agreement.

10.10 Non-Liability of CVWD Officials and Employees. No official or employee of CVWD shall be personally liable to the Consultant in the event of any default or breach by CVWD or for any amount which may become due to the Consultant or for any breach of the terms of this Agreement.

10.11 Conflict of Interest. No director, officer or employee of CVWD shall have any financial interest, direct or indirect, in this Agreement nor shall any such director, officer or employee participate in any decision relating to this Agreement which affects his/her financial interest or the financial interest of any corporation, partnership, entity or association in which he/she is directly or indirectly interested, in violation of any state or federal statute or regulation.



The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.12 Best Efforts. The Consultant recognizes the relations of trust and confidence that are established by this Agreement, and covenants with CVWD to furnish his/her professional skill and judgment, and to actively cooperate and assist in furthering the best interests of CVWD in all matters pertaining to the work. The Consultant agrees to furnish efficient business administration and capable supervision, and to use every effort to keep upon the work an adequate supply of workmen and materials in order to secure its execution in the most expeditious and economical manner consistent with CVWD's best interests. The Consultant's employees assigned to the work shall at all times be reasonably satisfactory to CVWD.

10.13 Confidential Information. All information gained or Work Product produced by Consultant in the performance of this Agreement will be considered confidential, unless such information is in the public domain. Consultant shall not release or disclose any such information or Work Product to persons or entities other than CVWD without the prior written consent of the General Manager of CVWD, except as otherwise required by law. Consultant shall promptly notify CVWD should Consultant, or its Representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the Services performed under this Agreement.

10.14 Amendment. This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

10.15 Cooperation. Consultant shall cooperate in the performance of work with CVWD and all other agents.

10.16 Incorporation of Recitals. The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

10.17 Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in Riverside County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding

10.18 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

10.19 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, then the Parties agree that such invalidity or unenforceability shall have no effect whatsoever on the balance of this Agreement.

10.20 Counterparts. This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

10.21 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

10.22 Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement.

10.23 Authority to Execute. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

10.24 Binding on Successors. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

10.25 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

10.26 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CVWD and the Consultant.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

“CONSULTANT”

DAVID KEITH TODD CONSULTING  
ENGINEERS, INC, a California  
Corporation, dba Todd Groundwater

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Its:

\_\_\_\_\_

“CVWD”

COACHELLA VALLEY WATER DISTRICT, a  
public agency

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Its:

\_\_\_\_\_

## **EXHIBIT LIST**

EXHIBIT "A" SCOPE OF SERVICES

EXHIBIT "B" PROFORMA TASK ORDER

EXHIBIT "C" PERFORMANCE SCHEDULE

EXHIBIT "D" COMPENSATION

EXHIBIT "E" INSURANCE REQUIREMENTS

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

Each project will be handled as an individual Task Order under the Agreement and the specific scope of services will be determined on a project-by-project basis. The scope of services includes the tasks as described in CVWD’s Request for Proposals dated May 2, 2024 and Consultant’s proposal dated June 3, 2024, attached hereto and incorporated herein by this reference.

## **CVWD RFP DATED MAY 2, 2024**

### **SCOPE OF SERVICES**

#### **INTRODUCTION**

The Groundwater Sustainability Agencies (GSAs) in the Indio Subbasin are requesting proposals (Proposals) from qualified consultants (Respondents) to provide the following on-call services to support compliance with the Sustainable Groundwater Management Act (SGMA):

- Hydrogeological services
- Groundwater modeling services
- Water management planning services
- Environmental services
- GIS and data analysis services
- Stakeholder and public outreach
- Alternative Plan Periodic Evaluations and Updates
- Preparation of SGMA Annual Reports
- Other SGMA compliance services

The purpose of the Project is to contract with a qualified consultant that will provide technical services needed to the Indio Subbasin GSAs to meet the requirements of SGMA. The Proposal should demonstrate the qualifications, competence, and capacity of Respondents to provide the services described in this RFP. The Proposal should demonstrate the qualifications of the Respondent and of the staff to be assigned to this Project.

The successful Respondent will be expected to execute the Professional Services Agreement (PSA) included with this RFP. The Indio Subbasin GSAs intend to initiate on-call services by August 31, 2024. The typical duration of PSAs is two (2) years. The Indio Subbasin GSAs will have the option, at their sole discretion, to extend the agreement and negotiate a revised price, if any, for up to three (3) additional one-year terms. If the parties are unable to reach an agreement, the Indio Subbasin GSAs, at their sole discretion, will not move forward with the renewal option and shall re-bid the work.

#### **BACKGROUND**

In 2014, faced with declining groundwater levels (most notably in California's Central Valley), the California Legislature enacted the SGMA which was intended to provide a framework for the sustainable management of groundwater resources throughout California, primarily by local authorities. The DWR developed the California Statewide Groundwater Elevation Monitoring (CASGEM) program to track seasonal and long-term trends in groundwater elevations in California's groundwater basins. Through its CASGEM program, DWR ranked the priority of all 515 groundwater basins and subbasins in California as either very low, low, medium, or high priority. In addition, DWR, as required by SGMA, identified the basins and subbasins that are in conditions of critical overdraft.

The Coachella Valley Groundwater Basin has been divided into four subbasins by DWR in California Bulletin 118: they are the Indio, Mission Creek, San Geronio Pass, and Desert Hot Springs Subbasins. The Indio, Mission Creek, and San Geronio Pass Subbasins have been designated medium priority subbasins, and the Desert Hot Springs Subbasin has been

designated a very low priority subbasin, by DWR in accordance with SGMA. None of the subbasins in the Coachella Valley Groundwater Basin have been listed as critically overdrafted.

The SGMA required local authorities in all high priority and medium priority basin and subbasins to form GSAs by June 30, 2017 to evaluate conditions in their local groundwater basins and adopt locally based Groundwater Sustainability Plans (GSPs) tailored to their regional economic and environmental needs by January 31, 2020, for critically overdrafted basins, and by January 31, 2022, for the remaining high priority and medium priority basins and subbasins, with assessments every five years thereafter. Presently, four separate entities have been designated as “Exclusive” GSAs in the Indio Subbasin of the Coachella Valley Groundwater Basin within their respective services areas. They are the Coachella Valley Water District (CVWD), Coachella Water Authority (CWA), Desert Water Agency (DWA), and Indio Water Authority (IWA).

SGMA recognizes the efforts many areas, such as the Coachella Valley, have made in developing and implementing groundwater management by allowing existing groundwater management plans to be submitted as an Alternative to a GSP (Alternative Plan). Twenty years before the adoption of SGMA, CVWD began development of an initial Water Management Plan in 1994 after recognizing the need to sustainably manage the Coachella Valley Groundwater Basin. The original planning document is the 2002 Coachella Valley Water Management Plan (CVWMP). The 2002 CVWMP was updated in 2010 and adopted in 2012. On December 29, 2016, CVWD, CWA, DWA, and IWA collaboratively submitted the 2010 CVWMP Update as an Alternative Plan for the Indio Subbasin, with an associated Bridge Document, to DWR for review and evaluation. The Bridge Document and Alternative Plan for the Indio Subbasin can be accessed and downloaded from the following link: <https://sgma.water.ca.gov/portal/alternative/print/23>.

On July 17, 2019, DWR approved the Alternative Plan with specific recommendations presented in its Indio Subbasin Alternative Assessment Staff Report and a requirement to submit an Alternative Plan Update by January 1, 2023. Consistent with SGMA, objectives of the Alternative Plan Update were to assess and report progress toward sustainability of the Indio Subbasin, respond to DWR recommendations and, consistent with the goals of the 2010 CVWMP, make needed updates to ensure that future water demands in the Indio Subbasin are reliably met in a cost-effective and sustainable manner. The Indio Subbasin GSAs published the update to the Alternative Plan, the 2023 Indio Subbasin Water Management Plan Update: SGMA Alternative Plan (2022 Alternative Plan Update), which was submitted to DWR in December 2022. The 2022 Alternative Plan Update includes the Indio Subbasin and the areas served by or expected to be served by groundwater from the subbasin (Plan Area). The 2022 Alternative Plan Update can be accessed and downloaded at the following link: <https://sgma.water.ca.gov/portal/alternative/periodiceval/preview/9>.

In addition to submittal of the 2022 Alternative Plan Update, the Indio Subbasin GSAs have collaboratively prepared and submitted Indio Subbasin Annual Reports for each Water Year since 2016-2017, and most recently for the 2022-2023 Water Year. Each Annual Report can be accessed and downloaded from the following link in Section D: <https://sgma.water.ca.gov/portal/alternative/annualreport/submitted>.

The Indio Subbasin GSAs have identified the need for shared on-call services to meet on-going requirements and perform other related services to sustainably manage the Indio Subbasin in accordance with SGMA. The selected Respondent will provide the required services under contract and supervision from the Coachella Valley Water District and in close coordination with the GSA partners.

## **SCOPE OF WORK**

The proposed scope of work for this Project includes the following on-call services in support of the GSAs in the Indio Subbasin to meet the requirements of SGMA, and shall be overseen by a Registered Professional Engineer or Certified Hydrogeologist, certified in the State of California, with extensive hydrogeological experience:

- **Hydrogeological Services**

The Respondent will provide on-call hydrogeological services including water quality and water quantity assessments, groundwater quality analysis, mapping of aquifers, subsurface and geophysical investigations including interconnected surface waters, and aquifer testing.

- **Groundwater Modeling Services**

Respondent will provide on-call groundwater modeling services for the purposes of estimating project specific impacts on groundwater elevation and groundwater storage and provide estimates of future groundwater levels and groundwater storage, based on implementation of groundwater management programs. The Respondent must have significant experience with the groundwater modeling software program MODFLOW and associated packages. The Respondent will be required to make updates and improvements to the Indio Subbasin MODFLOW groundwater model.

- **Water Management Planning Services**

The Respondent will provide on-call water management planning services which may include technical evaluation and update of long-term water supply and demand estimates, preparing water budgets, water management planning program technical evaluations, and preparation of water resources planning studies and reports.

- **Environmental Services**

The Respondent will provide on-call environmental services which may include technical evaluation of groundwater dependent ecosystems for Annual Reports and Alternative Plan Updates, and environmental review for implementation projects and programs in support of water management planning objectives and sustainability goals in accordance with SGMA.

- **GIS and Data Analysis Services**

The Respondent will provide on-call GIS and data analysis services which may include preparation of maps and figures, analysis of spatial data, and analysis and assessment of water elevation, water quality, and other data.

- **Stakeholder and Public Outreach**

The Respondent will provide on-call stakeholder and public outreach services in the Indio Subbasin to help meet specific requirements of SGMA for public notice and involvement.

- **Alternative Plan Periodic Evaluations and Updates**

The Respondent must be able to provide plan preparation services including preparation of 5-year periodic evaluations and Alternative Plan updates in addition to other updates that are responsive to DWR determinations.

- **Preparation of SGMA Annual Reports**

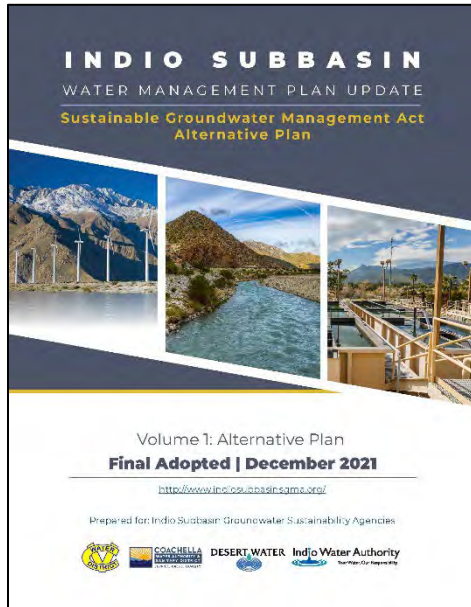
The Respondent will prepare annual reports by water year in accordance with the DWR's GSP Emergency Guidelines and any future guidelines.

- **Other SGMA Compliance Services**

The Respondent must be able to provide on-call SGMA compliance services as needed that are not specifically identified above. Examples of services that may be needed include, but are not limited to, preparation of basin boundary modifications, review and comment on DWR Basin Prioritizations, staff reports, or documents released for public review, and preparation of applications in response to SGMA grants and other funding opportunities.



## E. UNDERSTANDING OF PROJECT



The Sustainable Groundwater Management Act (SGMA), signed into law in September 2014, initiated a long-term groundwater management process. Implementation of SGMA from 2014 out to 2040 and beyond would show a progression of plan preparation and submittal; plan assessments and determinations by DWR (approved, incomplete, or inadequate) with recommendations; continuing management by GSAs with updated or revised plans; and ongoing implementation, marked by annual reports.

The four GSAs of the Indio Subbasin—CVWD, CWA, DWA, and IWA—have participated actively in SGMA. This participation has included the 2016 submittal to DWR of the *2010 Coachella Valley Water Management Plan Update* (the Indio Subbasin Alternative Plan), approved by DWR in 2019 with seven recommended

actions, and subsequent preparation of the *2022 Indio Subbasin Water Management Plan Update: SGMA Alternative Plan* (the Alternative Plan Update) that continued proactive subbasin groundwater management planning, including—but by no means limited to—consideration of and response to DWR recommendations.

Now that the 10-year anniversary of SGMA approaches, we recognize that the process of SGMA is also an evolution. Everyone involved—DWR, SWRCB, GSAs, NGOs, consultants, and stakeholders—have needed to ‘learn while doing.’ Considering DWR, this is implicit not only in their series of BMP and guidance documents, but also in their Staff Reports and recommendations to GSAs. We have observed these evolving in recent years to become more systematic and rigorous, and to push toward increased consistency among plans and actualization of more rapid progress toward sustainability. The State’s determination to achieve groundwater sustainability sooner rather than later and one way or another has been demonstrated by DWR’s recent referral of probationary subbasins to the SWRCB.

DWR has indicated informally that the Determination Letters for the 2022 Alternative Plans will be released in July 2024. Accordingly, now in 2024 we are in a similar situation to 2019, with pending DWR evaluation of the Alternative Plan Update. Now as then, we do not know the specific outcome. A determination of “inadequate” seems unlikely, so the possibilities include a determination of approved or incomplete. Both determinations will include DWR recommendations; the major difference is that an incomplete means that revisions to the Alternative Plan will be made in 180 days, while approval means that revisions are expected by the next five-year evaluation (by January 2027). In either case, we can anticipate recommendations that are more demanding than before.

While recognizing SGMA requirements, our team also understands that the process of annual reporting, adaptive management, and regular modification of the Alternative Plan is driven by the GSAs. As stated in the 2022 Alternative Plan, the GSAs have an overarching goal “to reliably meet current and future water demands in a cost-effective and sustainable manner.” This goal recognizes climate change and potential limitations in imported water supply, among other challenges. Accordingly, CVWD, CWA, DWA, and IWA are seeking the full range of support services for sustainable groundwater management and for maintaining compliance with SGMA. These services include:

- Hydrogeological Services,
- Groundwater Modeling Services,
- Water Management Planning Services,
- Environmental Services,
- GIS and Data Analysis Services,
- Stakeholder and Public Outreach Services,
- Alternative Plan Periodic Evaluations and Updates,
- Preparation of SGMA Annual Reports, and
- Other SGMA compliance Services.

Understanding that any or all these services may be needed, Todd Groundwater and Rincon Consultants have organized and are ready to mobilize a team with the training and experience to respond as needed, even if revisions are needed in 180 days.

## Approach

Our overall approach is to **provide a comprehensive team that is ready to respond**. As in 2019, an initial step will be to evaluate the situation upon release of the DWR determination on the 2022 Alternative Plan Update. Unlike 2019, we have a better understanding of DWR guidance and priorities, and we can anticipate recommendations. Based on the 2019 recommendations and our experience in other basins, topics are likely to include water quality and the SNMP, the Salton Sea and seawater intrusion, drain outflows, subsidence (a zero-tolerance topic for DWR), and interconnected surface water and associated GDEs. We also recognize that the Indio Subbasin GSAs have specific projects/management actions to promote sustainability as defined locally. Accordingly, our approach is to be comprehensive and integrative, combining the DWR recommendations with GSA priorities, and considering the cross-connections between the various services listed above. The following sections summarize our understanding and approach to each of the services.

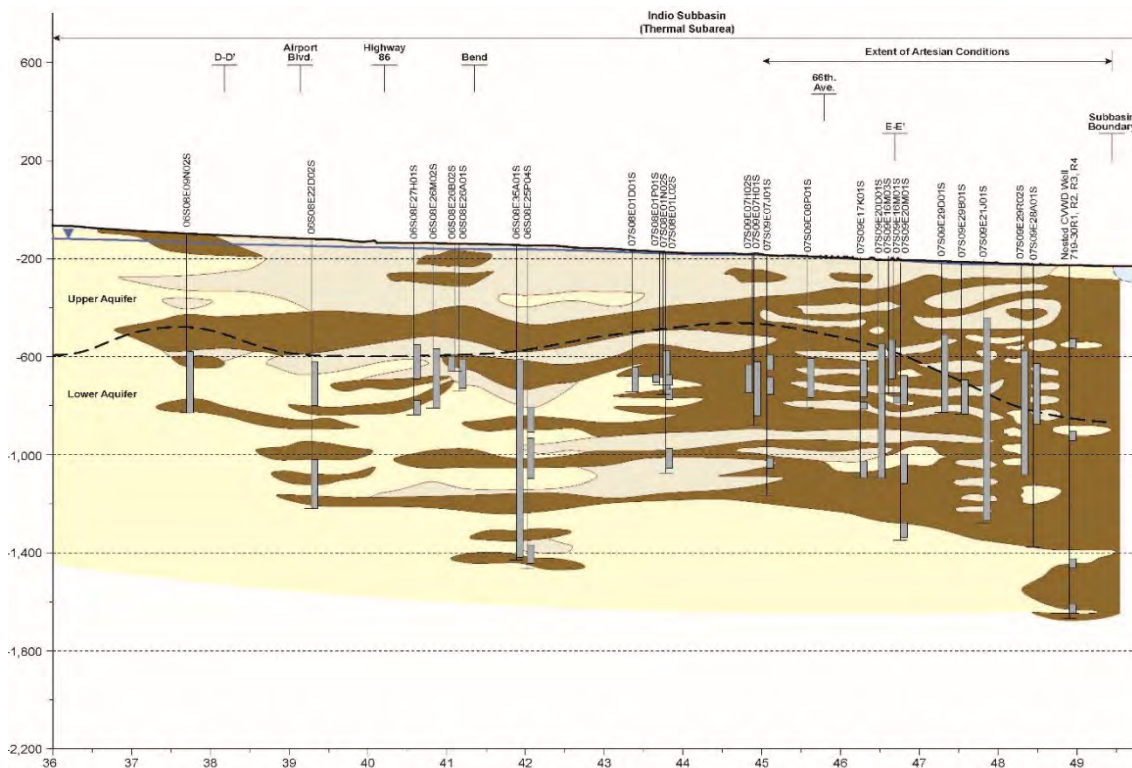
## Hydrogeological Services

The Todd / Rincon team, led by Chad Taylor, brings detailed understanding of the current representation of the Indio Subbasin, having refined the Hydrogeologic Conceptual Model (HCM) and evaluated subbasin-wide groundwater quality for the 2022 Alternative Plan Update. Through our work in the Indio Subbasin (and other areas of California), we are aware of new information available to update and improve the HCM and water quality assessment.

Our approach to Hydrogeological Services has several aspects. We recognize the following:

1. The process of improving the HCM includes as-needed investigations and reevaluation of all available data together to provide the next cohesive representation of the Subbasin.
2. Water quality assessments are useful in themselves as indicators of sustainability and as means to understand other processes and conditions.
3. Clear communication is essential to the sustainability of our work.

First, a comprehensive and cohesive HCM is essential for successful management of a complex groundwater basin like the Subbasin. The HCM in the Alternative Plan Update is a good representation of the Subbasin's geologic framework and occurrence and flow of groundwater, but review of the cross section below reveals the spacing and depth limitations of wells that indicate areas of uncertainty.



Todd Groundwater developed detailed cross sections to visualize the hydrogeological conceptual model in the 2022 Alternative Plan.

However, investigations in the Subbasin have continued and recent information collected in previously unexplored areas and using new techniques represent real opportunities to update the HCM as needed. New information will be gained from the recent airborne electromagnetic (AEM) geophysical surveys. We are familiar with the AEM data for the Subbasin recently collected by DWR, having used the AEM data elsewhere in California and having assisted in the refinement of the AEM survey lines in the Subbasin. We know that the survey lines are limited in extent but can be locally useful. Combined with existing information on groundwater levels, for example, we will be able to better understand the area near the San Geronio boundary or the extent of confining clays in the southeastern subbasin. We recognize that improvements in these areas can support refinement of the HCM and cross sections, improvement of the model and extension of monitoring programs with potential new wells.

Information also is available from recent drilling, well construction, aquifer testing, with more field work likely in the future in areas where we know that additional information is needed most. Our team has worked with CVWD and other GSA staff to plan and implement subsurface investigations, including exploratory borehole drilling, monitoring well construction, aquifer testing, geophysical logging, and depth discrete water quality analysis. Through these investigations, we have established good working relationships with staff and have developed approaches that maximize efficiency for the GSAs while collecting high-quality information and accomplishing project goals. This includes in-person coordination focused on the components of an investigation that require the presence of geologists. We are versed in modern geophysical techniques, and our approach will involve use of both regional methods such as AEM and other geophysical methods where future projects may benefit from local geophysical investigations.



*Todd Groundwater has led monitoring well drilling to fill data gaps in the Indio Subbasin.*

Second, we recognize the importance of water quality assessments to the successful sustainable management of the Subbasin. Key members of our team, including our Project Manager, are tracking Subbasin SNMP development and participate in the SNMP Technical Advisory Committee (SNMP TAC). We expect that this important work will yield data, information, and management approaches relevant to SGMA compliance. Through our involvement with the SNMP TAC, we are well positioned to quickly incorporate this information into any and all required Alternative Plan updates, amendments, and/or evaluations. In addition, since 2019, we have led and participated

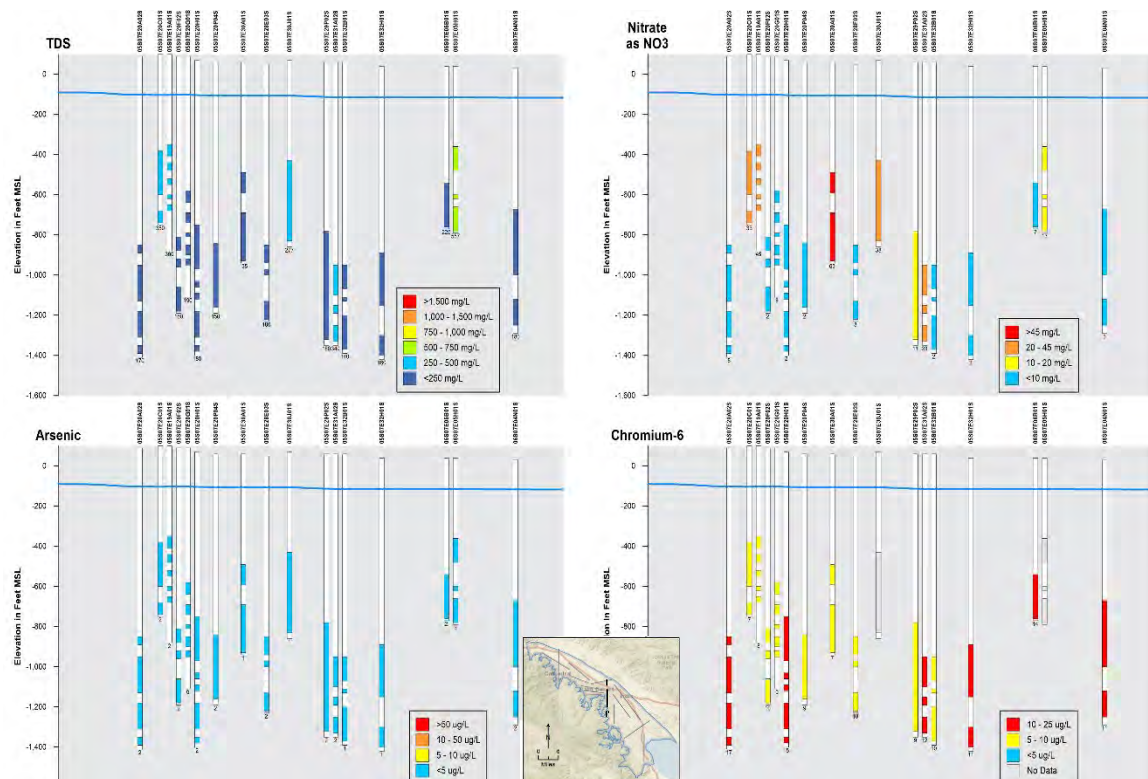


in a variety of hydrogeological and water quality projects, and we recognize that the historical water quality data have been instrumental in assessing Subbasin conditions. For example, we have assisted CVWD and others in the Subbasin in using water quality data to:

- Track sources of groundwater flow
- Monitor recharge effects
- Characterize water sources and distinguish groundwater from other sources
- Evaluate groundwater production areas and depths for intrinsic chemicals of concern.

We anticipate that continuing water quality monitoring and assessments will be fundamental to GSA activities in optimizing production well location, design, and use; supporting source substitution projects such as water recycling and managed aquifer recharge; and in documenting basin sustainability.

Thirdly, we recognize the importance of clear communication, without which the value of high-quality scientific work can be lost. This approach is pertinent to text, tables and graphics and applies to reports, verbal presentations, and one-on-one discussions at workshops and in the field. We have and will continue to endeavor to generate technically defensible, informative, and well-documented work that is accessible to GSA staff and policy makers, State regulators, professional colleagues, and the various stakeholders and members of the interested public.



Water quality cross sections from the 2022 Alternative Plan Update that effectively illustrate well construction and concentrations of chemicals of concern at various locations and depth intervals across the Subbasin.



Likely applications of the existing regional Indio Subbasin MODFLOW model include updates to support the next Alternative Plan Update and annual reports. Additional local-scale modeling evaluations also may be performed to support SGMA initiatives.

The Indio Subbasin MODFLOW model accurately simulates historical subbasin groundwater level, flow, storage, and outflow amounts, and is anticipated to provide valid predictions of future subbasin responses to simulated future inflows and outflows. Several potential upgrades and updates may be made to the Indio Subbasin model to improve future simulation accuracy, including:

- Reconciliation of historical and future subsurface inflows from the San Geronio Pass and Mission Creek Subbasins,
- Synthesis of aquifer characteristics and fault boundary hydraulics between properties within the Mission Creek model and the Indio model in the Garnet Hill subarea where the two models “overlap”,
- Refinement and update of aquifer layering and hydraulic properties locally or throughout the Subbasin based on new hydrogeologic information, potentially including the DWR AEM survey and other new hydrogeologic data available since the Indio model was originally developed,
- Refinement of model cell grid spacing, using a telescoping or unstructured MODFLOW grid to provide more detail and accuracy to predictions of levels and flows locally or across the Subbasin, and
- Other potential model refinements or improvements (including the refinement of drain elevations).

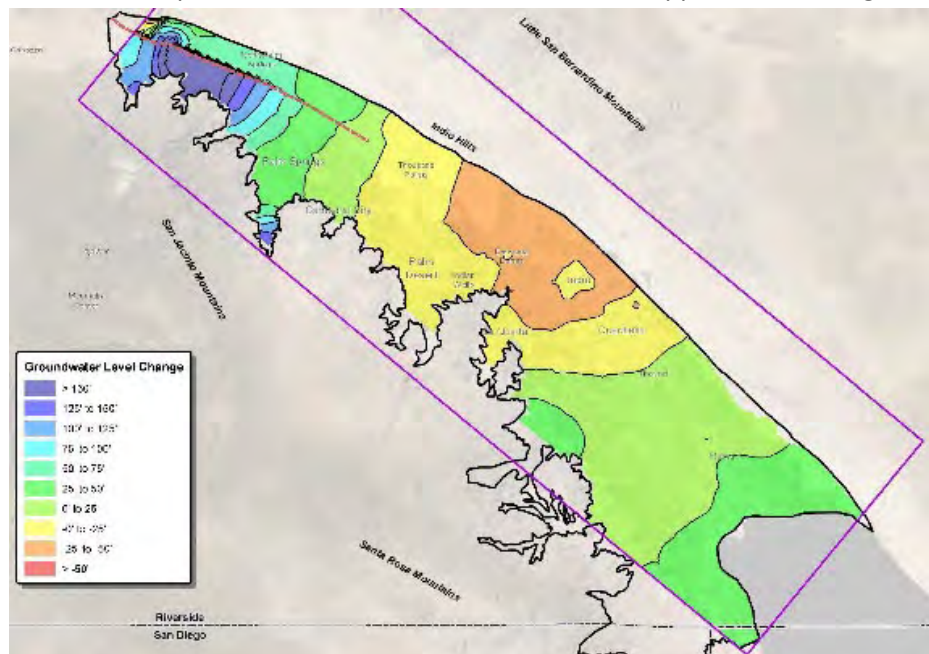
Additional improvements to the Indio Subbasin model also could be considered, including refinement of shallow and deep aquifer layer thicknesses and aquifer hydraulic property distributions. The parameter distributions in the existing regional model are essentially unchanged from the original Fogg (2000) model, but since that time new hydrogeologic information has become available. The additional information includes recent geophysical investigations such as the AEM Survey performed by DWR in 2022, along with drilling of numerous new monitoring and water supply wells that provide additional lithologic and geophysical data. Additional aquifer pump testing and groundwater replenishment also have occurred in the subbasin. This new hydrogeologic information could be reviewed, interpreted, mapped, and used to update aquifer characteristics simulated in the model. In particular, the thickness and hydraulic properties of the perched zone, shallow and deep aquifers and inter-lying regional clay aquitard, plus the layer hydraulic property values could be updated to improve model accuracy and reliability.

Model grid refinement (re-discretization) also could be performed. The current Indio model uses a finite-difference grid with 270 rows, 86 columns, and 4 layers, and has a uniform node spacing of 1,000 ft in the x-y plane. This grid resolution was appropriate at the time the original model was developed in the late-1990's (in accordance with the original model objectives and computational limitations of that era). However, an unstructured, telescoped, or uniform finer grid (for example with cell spacing of 100 feet) around replenishment facilities and pumping

centers would provide much more accuracy of predicted groundwater flow paths.

Each of these refinements can be efficiently and successfully implemented by the Todd modeling team. We understand the specific differences between the Indio and adjacent subbasin models along the basin boundaries. We can not only adjust the Indio model as appropriate but provide technical justifications to the San Geronio and Mission Creek GSP teams to adjust their models, as appropriate, to bring the cascading models into consistency. In addition, our existing data management systems contain all the hydrogeologic data sets, such as the gridded aquifer layer elevations, hydraulic parameter values, recharge data, and other inputs needed to adjust and refine the model(s). These point parameter data sets can be efficiently mapped to a new higher-resolution model grid, if desired, to improve flow simulation accuracy. Our teams' unmatched experience with adjusting, updating, and operating the Indio model—and models across California—will ensure that all the potential model improvement initiatives are completed successfully.

Several SGMA-required model activities are anticipated in the next few years. In July 2024, DWR will be issuing their evaluation of the 2022 Alternative Plan Update. Should DWR recommend any changes or updates to the Indio model, our proven experience modifying and running the model will ensure that Indio GSAs can complete the model modifications if requested by DWR. The next 5-Year Update, scheduled for submittal January 2027, will require updating the existing model and simulating new water management scenarios. Our team can conduct these updates as we did for the 2022 Alternative Plan Update. Likewise, model simulations to support water budgets for the Annual Reports will be needed. In addition, other model simulations can be performed as needed to support sustainable groundwater management.



*In the Alternative Plan, the model results were presented in various maps and charts to illustrate the impacts of future scenarios.*



## Water Management Planning Services

The Water Management Planning Services will be led by Rosalyn Prickett of Rincon Consultants, working closely with Maureen Reilly, Project Manager. Rincon is working throughout California watersheds to develop balanced approaches to managing water resources. As the Colorado River system faces a historic multi-year mega-drought, water resources management has never reached a more critical stage with competing priorities among regulators, water suppliers, municipal, industrial and agricultural users, tribes, and environmental interests. We actively partner with water purveyors to understand and address the complexities of managing a sustainable local water supply. We support agencies through the project development and environmental regulatory process, from project concept to construction. We strategically carry out water management planning with a focus on timely completion, cost effectiveness, strong project communication, and engagement of interested parties.



San Joaquin Valley Council of COGs, *San Joaquin Valley Water Supply Study*



Calleguas Municipal Water District, *Brackish Groundwater Feasibility Study*

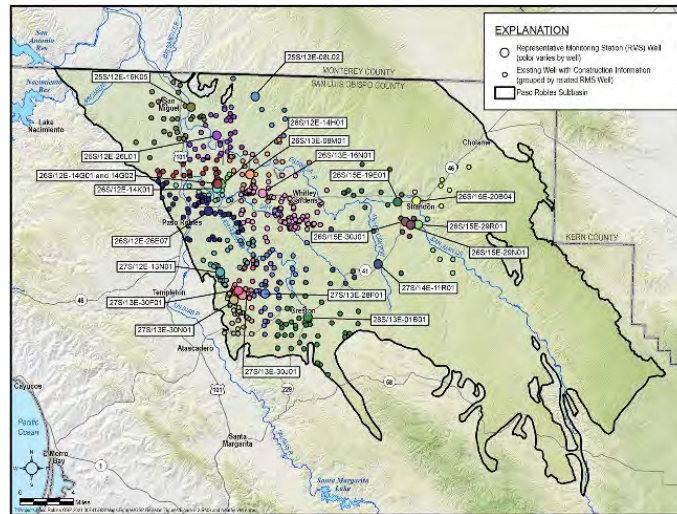
Our Todd/Rincon team has broad expertise in water management planning, both within Coachella Valley and for water agencies throughout Southern California. Our staff led the development and update of the Coachella Valley Integrated Regional Water Management Plan in 2010, 2014, and 2018 and the Indio Subbasin Alternative Plan Update in 2022. We have modeled population growth and associated water demands within the Subbasin, forecast recycled and non-potable water use, and evaluated imported water recharge scenarios. With a deep understanding of the region's water supply conditions and agreements, we bring extensive experience to the table. We have successfully supported a variety of water resource planning tasks, collaborating closely with the GSAs both collectively and as individual agencies.

To support the 5-Year Update, the GSA's demand forecast tool will be updated and expanded. The demand forecast tool, where existing data and assumptions can be viewed and adjusted to calculate future demand, is a critical component for water management planning. Rincon and Todd will work together to pull in relevant M&I and agricultural demand data to update demand factors, highlight data inputs and assumptions, and discuss methods to make the demand forecast

as transparent and accurate as possible. We will expand the tool to include all large landscape and agricultural demands, including those served by non-potable water sources, so that it is a comprehensive forecast of future water demands. We can also facilitate use of the regional demand model for future urban water management planning and master planning by the GSAs. Our in-depth knowledge of the existing model and Subbasin customer base will allow us to build on and improve the demand model in a cost-effective way.

To improve our understanding of domestic pumpers and support the 5-Year Update, CVWD applied for and was awarded a grant for development of a Domestic Groundwater Well and Small Water System Study. This study will document the existing domestic groundwater wells and small water systems and evaluate the water infrastructure, hydrogeological conditions, and sustainable management practices to ensure safe, reliable, and equitable drinking water. Without data on wells and without fully knowing water quality and access issues,

the GSAs cannot solve problems with groundwater supply and threatened wells in local disadvantaged communities (DACs). The study will inform the design and implementation of effective water management strategies that may be integrated into the 5-Year Update. There are no known “dry well” impacts within the Subbasin at this time, but if the well inventory shows an issue, our team can create a dry well mitigation program (in collaboration w/Pueblo Unido or



In Paso Robles, the well inventory was used to analyze potential impacts on domestic wells of falling groundwater levels. This was an important step toward GSP approval by DWR.



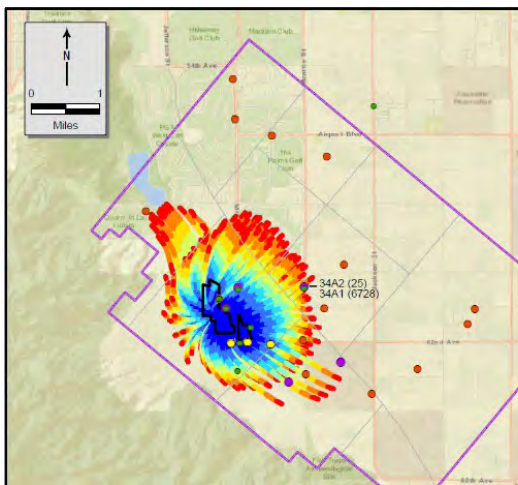
Rincon authored Metropolitan's Climate Action Plan, which won the Association of Environmental Professionals, California Award of Merit Climate Change Document in 2022.

Leadership Council). Todd Groundwater has expertise (applied in multiple basins and recognized by DWR) in developing well inventories, analyzing potential impacts of declining groundwater levels, and developing dry well mitigation programs.

This Domestic Groundwater Well and Small Water System Study will comprise part of a larger Coachella Valley Regional Water Resilience Plan, also grant

funded, that identifies vulnerabilities and outlines practical and feasible water resilience actions. The Water Resilience Plan will be developed in a stepwise process with the primary intent of helping the region's domestic pumpers prepare for and cope with the impacts of climate change. Together, our team will develop and implement a comprehensive climate adaptation strategy that addresses the unique challenges and opportunities facing the Coachella Valley. Rincon Consultants is leading the water industry in developing climate resilience strategies for water and wastewater infrastructure. Our team has a proven track record delivering tailored climate adaptation and resilience plans for counties, cities, and water districts. Rincon has recently completed plans for The Metropolitan Water District of Southern California and Las Virgenes Municipal Water District and is currently completing climate plans for the City of Pinole, the University of California-San Diego, and San Bernardino Valley Municipal Water District.

Additionally, implementation of SGMA projects and management actions may require development of other water resource planning and regulatory studies. For example, continued expansion of the GSA's non-potable and recycled water programs may require additional regulatory compliance. This may include modeling for additional groundwater replenishment using recycled water and/or update of the Waste Discharge Requirements (WDRs) for local water reuse facilities. Todd Groundwater has extensive experience modeling local recharge activities at the Thomas E. Levy GRF and Palm Desert GRF. Rincon has successfully supported local water districts through the regulatory process for groundwater replenishment and reuse projects, most recently for East Valley Water District's Sterling Natural Resource Center.



*Numerical modeling by Todd has supported the implementation of Groundwater Replenishment Facilities (GRFs) like Thomas E. Levy GRF.*

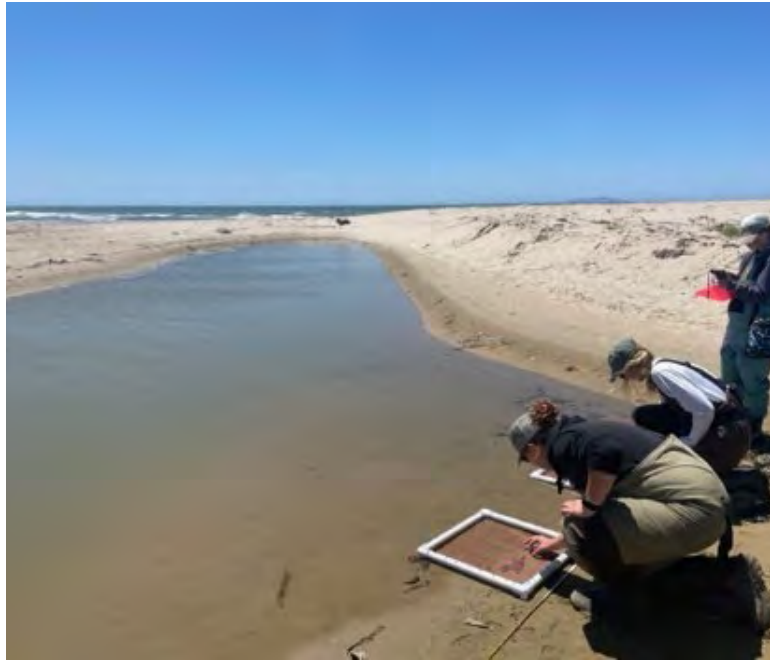


*Our team successfully acquired WDRs/WRRs for East Valley Water District's groundwater replenishment and reuse project.*



## Environmental Services

The Environmental Services will be led by Kiernan Brtalik of Rincon Consultants. Our team's scientists, hydrogeologists, engineers, and environmental planners deliver a range of services to help water resources managers create a more equitable society, thriving economy, and sustainable ecosystem. Rincon offers a suite of environmental consulting services to support implementation of future Indio Subbasin projects, including environmental planning, biological resources and



County of Ventura Watershed Protection District *Ventura River Algae TMDL Bioassessment and Water Quality Monitoring*

regulatory permitting, environmental contamination assessment, water resources, cultural/tribal resources, and technical services. Rincon has provided environmental services for a broad range of water and wastewater infrastructure over the last 30 years, including groundwater wells and recharge, potable reuse, recycled water distribution and storage facilities, flood control, watershed management, and waterway restoration. Our in-depth understanding of Southern California biology and regulatory processes allows us to provide recommendations for project design, alternative siting, and options for minimizing environmental impacts, permitting requirements, and associated mitigation costs. Our team is also experienced in addressing federal environmental documentation requirements for projects seeking federal funding. We have provided environmental consulting services in support of water infrastructure projects throughout California, including for local agencies such as Coachella Valley Water District, Inland Empire Utilities Agency, Santa Clarita Valley Water Agency, United Water Conservation District, The Metropolitan Water District of Southern California, Montecito Water District, and West Basin Municipal Water District.



Upper Ventura River Groundwater Agency, *Aquatic GDE and ISW Monitoring and Assessment*

One data gap that may be identified in DWR's review of the 2022 Alternative Plan Update is establishment of scientifically defensible SMCs for ISW depletion and GDEs. Ultimately, we understand that the Indio Subbasin GSAs may be asked to answer the following questions: Are mapped *probable* GDEs actually dependent on groundwater? Does groundwater extraction via private and/or municipal wells impact GDEs and, if so, under what conditions? Are surface water flows and especially baseflow and

shallow subterranean flows influenced by fluctuating storage in the Basin's primary aquifer?

Rincon has direct and specific expertise for investigating ISW depletion and GDEs in the Upper Ventura River Basin, Mound Basin, and Bedford-Coldwater Basin (the last with Todd Groundwater

personnel). Our team will holistically evaluate the various potential surface water and groundwater interconnections to enhance the understanding of GDEs in the Subbasin and provide the GSAs with defensible information to set SMCs for variables that are within the GSA's administrative jurisdiction. Our approach includes evaluating data from shallow groundwater monitoring wells and implementing a conjunctive groundwater and riparian survey program to field



Santa Clarita Valley Water District, *East Wells Field Survey*

truth probable GDEs, particularly those along Snow and Falls Creeks.

**Todd Groundwater  
Rincon Consultants**

**Proposal – CVWD On-Call SGMA Consulting Services**

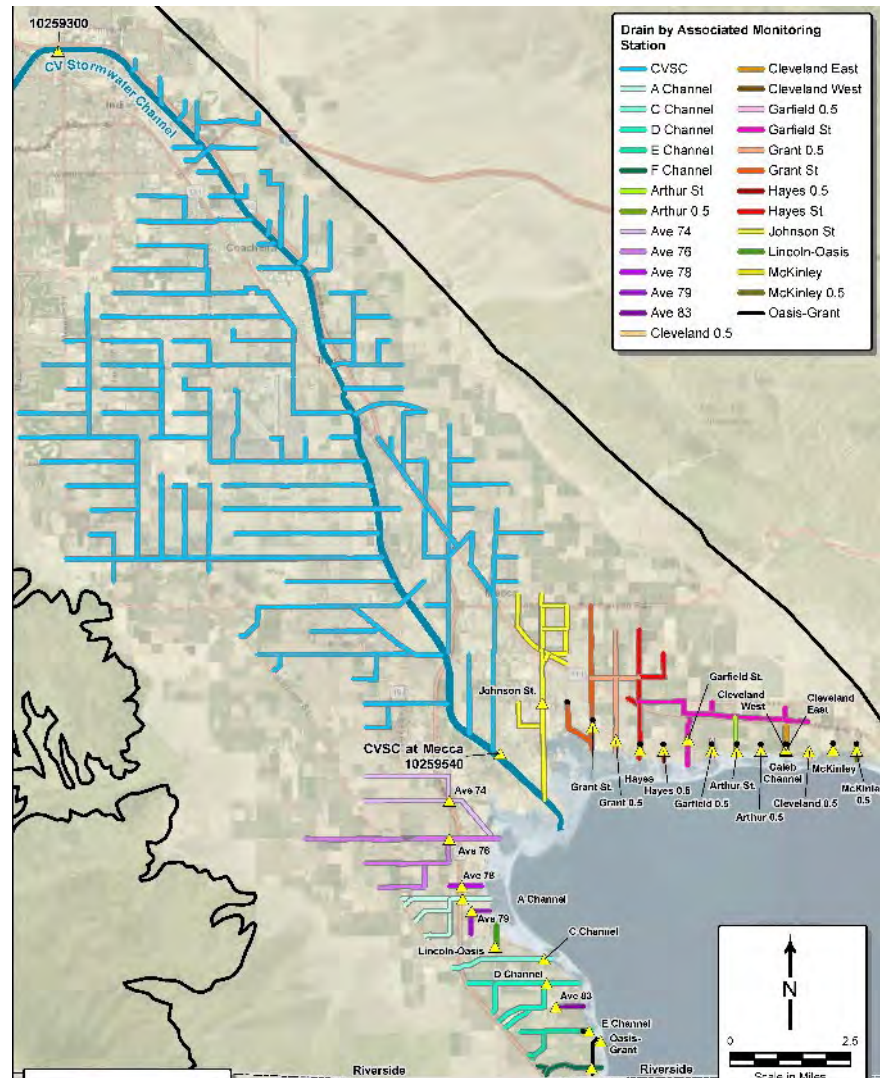


## GIS and Data Analysis Services

Our GIS/Data Analysis team, led by Chad Taylor, offers data management and GIS excellence along with experience and knowledge of the Indio GSAs data needs. Our team is proficient in Esri GIS products, Access, SQL and other database software, and bring capability to create custom programs and scripts in several programming languages. In addition, our team has been working closely with the GSAs and their data for years, and we understand the availability of data, how to work with current systems, and the future data needs. During the development of the Alternative Plan, we created a Data Management System (DMS) that combined data for groundwater, imported water, and other non-potable water sources. We update this DMS annually for the Annual Report, allowing for quick and efficient access to data that is essential for answering questions related to sustainable groundwater management.

We have also developed GIS data including a geodatabase, base maps, and shapefiles during Alternative Plan and Annual Report development. These spatial data will serve as a base as we continue to develop and refine spatial data in the Subbasin. We hope to continue to work collaboratively with GSA staff to make this data available to them and help access spatial data as needed.

For this on-call contract, we anticipate working to increase the data quality through a system-wide audit of the monitoring systems. Key data sources including



Todd Groundwater assessed and updated available data for the drain network in the Eastern Indio Subbasin.

water levels, water quality, and drain flow are monitored in the field and create the backbone of groundwater analysis and Annual reporting. We recommend a systematic assessment of the monitoring programs to ensure that the needed data are collected in an efficient and timely manner. Updating how data are stored and combining information from water quality, local monitoring wells, key wells, and other groundwater wells will continue to create rich datasets on which future analyses can rely.

Additionally, the shallow monitoring wells that are being drilled this summer under the DWR Technical Support Services grant will contribute new data to the DMS. Our team helped to prepare that grant application and they will be considered in a systematic monitoring well audit.



*Rincon's Federal Aviation Agency certified pilots are using drones to collect a wide array of remotely sensed data, including high resolution imagery, multispectral (7-band) imagery, and high/precision and accurate elevation data. In combination, this data offer valuable insights and solutions for temporal change over time.*

Our hydrogeology and water management planning teams can also be supported by cutting edge technologies, including Rincon's own FAA licensed aerial drone pilots, aerial imaging contractors, and utilizing remote sensing data (e.g., NDVI and similar methods) acquired during drone flights. In the complex hydrogeologic setting of the Subbasin, additional geophysical data collection methods can be considered, such as ground penetrating radar, seismic, and/or electromagnetic surveys to differentiate shallow perched groundwater zones

from groundwater zones that are in more complete communication with the primary alluvial aquifer system, which experiences most of the pumping withdrawals in the Basin.

## Stakeholder and Public Outreach

The Stakeholder and Public Outreach will be led by Rosalyn Prickett, working closely with Maureen Reilly. Public outreach and engagement can be critical to successful implementation of both planning processes and project delivery. Our team excels at creating tailored, community-focused engagement plans that effectively communicate technical information in an approachable way for the general public, and effectively convey such information to targeted audiences. Our experienced facilitators manage public outreach campaigns for projects throughout California, including controversial and visible projects. With our team's in-house graphics and design capabilities, we help water agencies and municipalities connect with their communities and enhance project outcomes.

The experienced Todd/Rincon team of water resource planners and hydrogeologists effectively engaged local community leaders, non-profit organizations, and members of the public in the planning process for the 2022 Alternative Plan Update. This included development of a multi-lingual website that provides access to project and GSA information, workshop materials, and plan documents. We hosted



*Our team facilitated 14 public workshops and SGMA Tribal Workgroup throughout the Alternative Plan development process, along with yearly workshops on the Annual Reports since then.*

seven public workshops throughout the planning process, in both in-person and virtual formats, to explain GSP development, notably the technical modeling and scenario analyses, and to solicit input from participants. We hosted seven meetings of the region's SGMA Tribal Workgroup, coordinated by CVWD, to garner input directly from representatives of the six Tribal Nations in the region – Agua Caliente Band of Cahuilla Indians, Augustine Band of Mission Indians, Cabazon Band of Mission Indians, Morongo Band of Mission Indians, Torres-Martinez Desert Cahuilla Indians, and Twenty-Nine Palms Band of Mission Indians. We also developed FAQs for the website and managed a stakeholder email list to communicate with interested parties. Using multiple communication channels in this way, we provided access to the planning process for all interested parties.

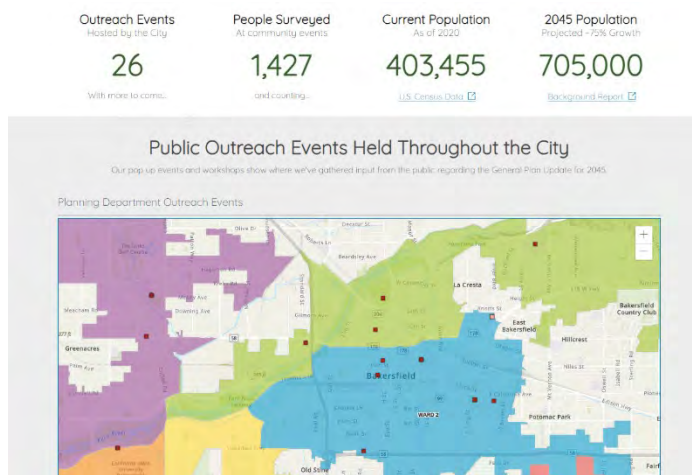
We worked directly with DWR's Point of Contact for the Indio Subbasin, Pakiza Chatha, throughout the 2022 Alternative Plan Update. Our existing relationships throughout the SGMA program team at DWR will allow our team to coordinate with, ask questions of, and ensure we're meeting the expectations of the state's reviewers.



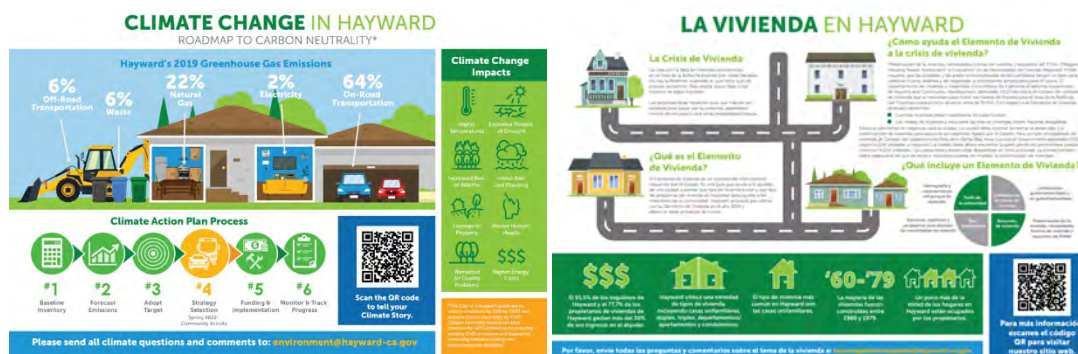
For the Periodic Evaluation and 5-Year Update, our team will overhaul the website with a fresh and modern layout while retaining access to all Subbasin and GSA information, historical reports and documents, and workshop materials. We will prepare an update to the Indio Subbasin Communications Plan, which will outline the specific engagement strategies, schedule, and milestone dates, in coordination with the GSAs. This will include targeted outreach to local entities and leaders to

facilitate two-way sharing of information. We will continue planning and facilitating both public workshops and SGMA Tribal Workgroup meetings to educate and engage interested parties. Increasing understanding through sound education strategies is one of the first steps to increasing collaboration and support for the GSA's water management strategies.

In particular, the Coachella Valley Regional Water Resilience Plan will require significant collaboration and engagement with community members. The Water Resilience Plan concept was developed based on community needs and priorities from meetings with Tribal leaders and non-profits who work in vulnerable communities in the region. Our work will be defined, informed, and made in partnership with the people directly impacted by the climate risks that affect our groundwater resources, namely users of domestic wells and small water systems. The outreach approach proposed for the Water Resilience Plan will leverage existing relationships established by our team in the Alternative Plan Update process and by local non-profits. The main objective is to establish a list of water supply and quality needs based on location, demographics, and well statuses. We will support our non-profit partners in developing water-related resources that are multi-generational, accessible, and multi-lingual.



*Rincon has extensive experience with community outreach and engagement, as demonstrated by the above Engagement Hub used in this Bakersfield planning project.*



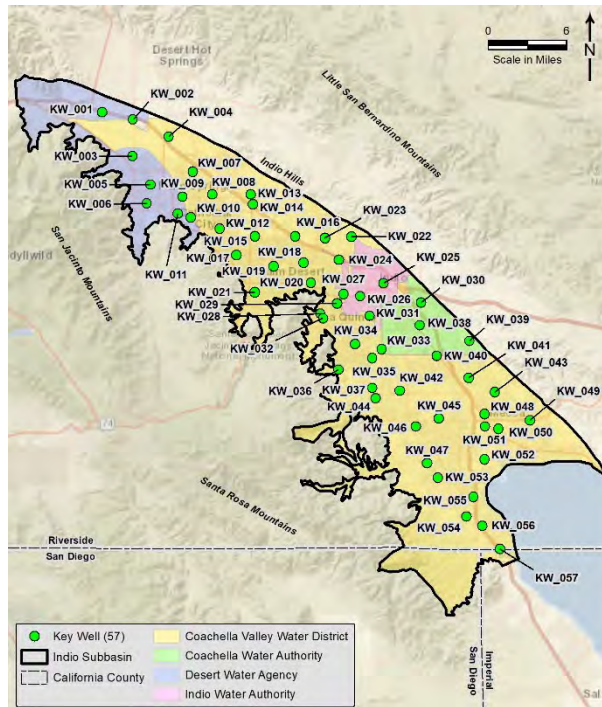
*Rincon's graphics team focuses on communicating complex information in simple and approachable ways, as shown in this bilingual flyer for a recent climate action plan.*

**Todd Groundwater  
Rincon Consultants**

## Alternative Plan Periodic Evaluations and Updates

The Todd/Rincon team, led by Maureen Reilly, will provide critical support to the Alternative Plan valuation and update process. Our team worked with the Indio Subbasin GSAs to prepare the 2022 Alternative Plan Update and we are uniquely suited to support the GSAs through the upcoming evaluation. With the next regular update scheduled to be completed by January 1, 2027, our team is prepared to revise and update the 2022 Alternative Plan. As detailed above, we see opportunities to further the planning and reporting:

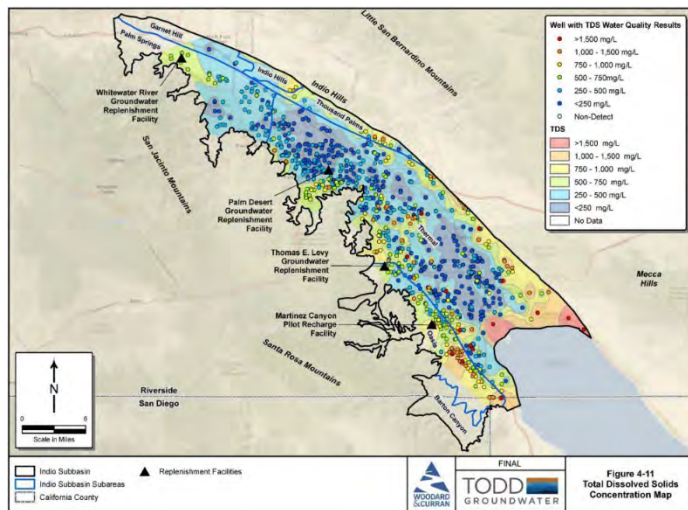
- Revise and improve the numerical model with additional data and knowledge of the basin
- Update and improve demand forecasts based on revised growth forecasts and anticipated conservation
- Update the monitoring program and evaluate key wells
- Continue to engage in meaningful public outreach to represent all stakeholders in the Subbasin



*Our team worked closely with the Indio GSAs to develop a network of Key Wells to set SMCs for water levels.*

In addition, DWR is expected to release their recommendations for the GSAs to include in their next periodic evaluation. Based on experience working closely with DWR's Point of Contact, Pakiza Chatha, and on our thorough review of the 2017 Alternative Plan and resulting DWR recommended actions, we anticipate several areas where DWR may focus their recommendations. These include additional work identifying Sustainable Management Criteria (SMCs) for water quality, subsidence, and interconnect surface waters (ISW). Key members of our team have experience in developing meaningful SMCs for all indicators as we have led GSP efforts in seven different groundwater basins and have participated in responding to DWR corrective actions in three groundwater basins.

For water quality SMCs, DWR will likely suggest GSAs focus on select constituents of concern, likely those identified by SWRCB - arsenic, chromium, uranium, gross alpha, nitrogen species, and total dissolved solids (TDS). Our preliminary approach would be to perform a systematic review of water quality data, to update the existing conditions and trends prepared for the Alternative Plan, and to document the baseline water quality in the basin. For SMCs for nitrogen and TDS, we intend to rely on the Salt Nutrient Management Plan (SNMP), currently underway.



*Our team will perform a systematic review of water quality data, updating the existing conditions and trends prepared for the Alternative Plan, and document the baseline water quality in the basin.*

the 2022 Alternative Plan Update, we will rely on the comprehensive subsidence studies from the USGS. In addition, the GSAs may consider adding additional data sources to their monitoring program, for example, reviewing InSAR data provided by DWR for quantification.

The 2022 Alternative Plan Update included a detailed study to identify ISWs in the Subbasin. However, DWR may recommend that the GSAs include additional waterways and establish SMCs for each ISW. New data including the Nature Conservancy's Interconnected Surface Water in California (ICONS) and the Todd Groundwater-prepared Drains Study will help clarify ISWs in the Subbasin and inform SMCs, if needed.

DWR may require implementation of their recommendations in a short time frame. Our team is up to speed on the 2022 Alternative Plan Update, available data, and ongoing projects and management actions. This local knowledge, combined with our experience working on corrective actions and plan deficiencies in other basins, allows our team to be ready on day one to help ensure that SGMA implementation is not referred to SWRCB and remains under local control.

Further, our team is familiar with the Mission Creek Subbasin Alternative Plan, having provided draft chapter narrative to that Subbasin's technical team for inclusion in their plan. In 2021, we worked with the Mission Creek Subbasin technical team on aligning the historical and forecast hydrology for scenario modeling for the two Plans. For the 5-Year Updates, we can provide a more seamless process through better technical coordination. We will seek early coordination on groundwater modeling updates for an improved understanding of boundary conditions (considering potential use of AEM data).

If necessary, we will work with the GSAs to establish interim SMCs for the 5-Year Update to serve until the SNMP process has concluded. For other constituents, we will consider public health goals, maximum concentration limits, and baseline conditions to set a minimum threshold (MT) for water quality by well and by constituent.

For subsidence SMCs, we anticipate that DWR will recommend clarification of undesirable results (UR) that identify critical infrastructure and beneficial users. Consistent with

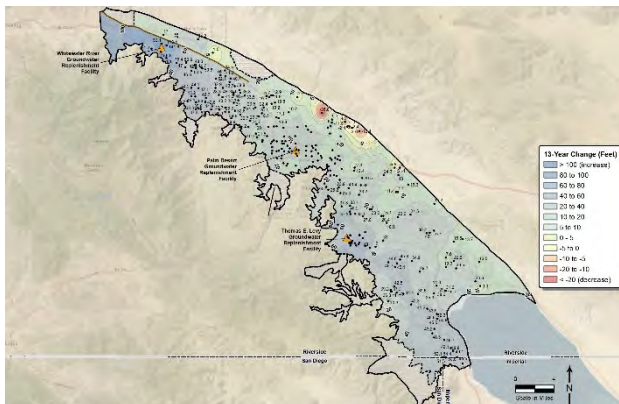


## Preparation of SGMA Annual Reports

Annual Report preparation will be led by Arden Wells. Todd Groundwater has prepared the SGMA Annual Reports for Indio Subbasin since Water Year 2019. The five reports that we have prepared have been responsive to DWR reporting requirements and the needs of the GSAs. DWR has begun reviewing annual reports for completeness and our team is up to date on the required and suggested components. DWR can now effectively track our Alternative Plan implementation and we can gain guidance as needed on a timely basis. The Annual Report also provides an opportunity for collaboration among all four GSAs and engagement with local stakeholders on basin sustainability. Each GSA collects and submits data and implementation updated from the past year, and the information is reviewed, summarized, and shared. Annual Reports summarize groundwater conditions, water demand, water supply, change in storage, and updates on the project and management actions detailed in the Alternative Plan.



*Todd Groundwater has successfully prepared the Indio Subbasin Annual Report for the past five years*



*The Annual Report includes a detailed look at water levels in the past water year and change in levels over time in the Subbasin.*

If selected, we look forward to continuing preparation of the Annual Report, which serves as a key public outreach tool. Our team has experience engaging the Indio Subbasin public through email blasts, updated website information, and translation services for public workshops. The public workshop for the Annual Reports continue to serve as the Annual GSA meeting and connects the agencies to foster continued collaboration in managing the basin. Our team has organized and presented the Annual Report in public workshops for the last five years.

As we begin the Periodic Evaluation, the annual report format will be updated to reflect the changing themes and science in the main planning report. The Annual Report will continue to allow GSAs to collaborate and communicate to the public between the periodic evaluations.

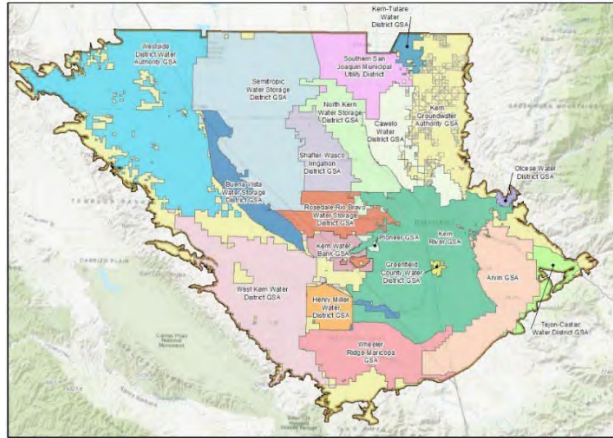
## Other SGMA Compliance Services

Other SGMA compliance services will be led by Maureen Reilly. We understand that additional on-call SGMA compliance services may be required in addition to the service categories mentioned above. This may include providing technical review on behalf of the GSAs of DWR documents, for example, the DWR papers on technical aspects of ISW that will form the basis for a future DWR guidance document. At this stage of the SGMA process, GSPs and Alternative Plans have been submitted, evaluated by DWR, and in some cases, revised successfully or referred to the SWRCB. Accordingly, these SGMA compliance

services are likely to include collaboration with DWR and SWRCB staff to understand their evolving guidance. As mentioned previously, our team members have closely tracked the SGMA process since before its enactment and have developed good working relationships with DWR staff. In addition to our own working experience with clients, we have tracked the application of SGMA requirements to other basins (for example, through ACWA Groundwater Committee). If needed, we can effectively represent the Indio Subbasin GSAs in correspondence and discussions with DWR SGMA staff to address any issues or concerns pertaining to SGMA regulations.

The importance of grant funding to successful SGMA planning and implementation can hardly be overstated. In addition, we recognize how competitive grant application processes have become in recent years. Our team's experience in developing dynamic and compelling grant applications uniquely positions us to effectively showcase the value and potential of the GSAs' projects. Our team brings working experience not only with SGMA grants, but also USBR grant opportunities, such as Title XVI Reuse, Desalination, Applied Science, and Small Storage grants. Our team members have worked with the Indio Subbasin GSAs on multiple grant applications, for example for the DWR Technical Support Services that are now initiating installation of several monitoring wells across the Indio and Mission Creek subbasins. We will bring our in-depth knowledge of the four agencies' operations, infrastructure, and water-related complexities to bear, along with our lessons learned in how to strategically develop a strong application with regional benefits.

Our team also brings experience preparing SGMA boundary modifications for internal and external jurisdictional and scientific modifications. Our approach is to apply the DWR process while incorporating local information and input. We will work with the GSAs, neighboring basins, and other stakeholders to reach consensus on proposed boundary modification and their justifications. Our experience is that DWR is likely to approve well documented basin boundary modification applications that include unanimous local support.



*Todd and Rincon work together in Kern County to coordinate the 20 Subbasin GSAs in their response to DWR deficiencies. Our team participated in the Amended Subbasin GSP and is working closely with SWRCB through the probation process.*

**EXHIBIT "B"**

**PROFORMA TASK ORDER**

**COACHELLA VALLEY WATER DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
TASK ORDER NO. \_\_\_\_**

This Task Order No. \_\_\_\_ ("Task Order") is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between Coachella Valley Water District ("CVWD") and INSERT CONSULTANT NAME] ("Consultant").

**RECITALS**

A. On or about \_\_\_\_, 20\_\_ CVWD and Consultant executed that certain Professional Services Agreement ("Agreement").

B. The Agreement provides that the parties would enter into a Task Order to make changes to or authorize certain work set forth in the Scope of Services (as defined in the Agreement). The purpose of this Task Order is to make changes to or authorize work on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto hereby agree:

1. Section 1.1 of the Agreement is hereby amended to [include] or [delete] those services listed on Exhibit "1" attached hereto and by this reference incorporated herein.

2. Section 2.1 of the Agreement is hereby amended to [increase] or [decrease] or [confirm] the amount to be paid by CVWD to Consultant as more particularly set forth on Exhibit "1."

3. In the event this Task Order authorizes additional work or confirms work set forth in the Task Order but not authorized, Consultant shall perform the services listed in Paragraph 1 above pursuant to the schedule set forth on Exhibit "1."

4. Consultant acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work defined in this Task Order. The signing of this Task Order acknowledges full mutual accord and satisfaction for the work and that the stated time and/or cost constitute the total equitable adjustment owed the Consultant as a result of the authorized work.

5. Except as amended or supplemented herein or in previous task orders, the terms and conditions of the Agreement shall remain in full force and effect. Notwithstanding the immediately preceding sentence, the Agreement shall be interpreted in a manner consistent with the intent of this Task Order.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR**  
**TASK ORDER NO. \_\_\_\_\_**

IN WITNESS WHEREOF, CVWD and Consultant have caused this Task Order No. \_\_\_\_  
to be executed as of the day and year first above written.

“CONSULTANT”

[INSERT CONTRACTOR NAME]

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

“CVWD”

COACHELLA VALLEY WATER DISTRICT, a  
public agency

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT "1"  
TO  
TASK ORDER NO. \_\_\_\_

- A. Description of Services Included, Deleted or Authorized.
  
  
  
  
  
  
  
  
  
  
- B. Increase, Decrease, or Confirmation of Amount to be Paid to Consultant.
  
  
  
  
  
  
  
  
  
  
- C. Time to Perform Services Listed Herein.



## **EXHIBIT “C”**

### **PERFORMANCE SCHEDULE**

The term of this Agreement shall expire on August 30, 2026 or upon completion of work authorized by approved Task Orders, whichever is later.

Individual performance requirements and schedules will be established by a Task Order for each project.

## **EXHIBIT “D”**

### **COMPENSATION**

The fee to complete the scope of services under this Agreement shall be in accordance with the Schedule of Charges included in Consultant’s proposal dated June 3, 2024, attached hereto and incorporated herein by this reference. The attached hourly rates shall remain in effect through August 30, 2026, or upon completion of work authorized by executed Task Orders, whichever is later.

Each project will be handled as an individual Task Order under the Agreement. In no event shall the total amount paid for Services rendered by Consultant under this Agreement exceed the sum authorized by each Task Order, without a written amendment.



PLANNING • DEVELOPMENT • MANAGEMENT • PROTECTION

## SCHEDULE OF CHARGES: 2024

Title	Name	Hourly Rate
President	Iris Priestaf	\$300
Principal Geologist/Vice President	Phyllis Stanin	\$300
Principal Hydrogeologist/ Vice President	Chad Taylor	\$290
Principal Hydrogeologist	Michael Maley	\$290
Principal Engineer	Maureen Reilly	\$275
Principal Hydrogeologist	Liz Elliott	\$275
Senior Hydrogeologist	Dan Craig	\$290
Senior Hydrologist	Gus Yates	\$285
Senior Hydrogeologist	Brent Johnson	\$210
Consulting Hydrogeologist	Sally McCraven	\$290
Consulting Engineer	Katherine White	\$275
Consulting Modeler	Walt McNab	\$250
Associate Engineer	Lindsay Hall	\$225
Associate Engineer	Sebastian Poore	\$210
Associate Geologist	Arden Wells	\$185
Staff Geologist	Garrett Erickson	\$185
Senior Data Analyst/Graphics	Michael Wottrich	\$175
Staff Geologist	Edward Potts	\$165
Staff Geologist	Nicole Grimm	\$160
Staff Geologist	Evan Bosinger	\$160
Office Manager	Cynthia Obuchi	\$155

### **Rates are subject to adjustment in January**

#### **Travel Time**

*Travel time will be charged at regular hourly rates.*

#### **Litigation, Depositions, and Testimony**

*Deposition and trial testimony are charged at twice hourly rates.*

#### **Outside Services**

*All services not ordinarily furnished by Todd Groundwater, including printing, subcontracted services, local mileage, travel by common carrier, etc. are billed at cost + 15%. Local mileage is billed at the current Federal mileage rate.*

**Standard Fee Schedule for Environmental Sciences and Planning Services**

<b>Professional, Technical and Support Personnel*</b>	<b>January 1, 2024 – December 31, 2024</b>
Senior Principal	\$319
Principal	\$307
Director	\$307
Senior Supervisor II	\$292
Supervisor I	\$272
Senior Professional II	\$255
Senior Professional I	\$238
Professional IV	\$211
Professional III	\$196
Professional II	\$174
Professional I	\$155
Associate III	\$130
Associate II	\$117
Associate I	\$109
Field Technician	\$94
Data Solutions Architect	\$196
Senior GIS Specialist	\$187
GIS/CADD Specialist II	\$167
GIS/CADD Specialist I	\$150
Technical Editor	\$147
Project Accountant	\$125
Billing Specialist	\$107
Publishing Specialist	\$120
Clerical	\$107
* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.	

**Reimbursable Expenses**

<b>Direct Cost</b>	<b>Rates</b>
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

\* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

**Direct Costs.** Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

**Annual Escalation.** Standard rates subject to 3.5% annual escalation, on January 1.

**Payment Terms.** All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.



<b>Equipment</b>	<b>Rate</b>
<b>Environmental Site Assessment</b>	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
<b>Natural Resources Field Equipment</b>	
UAS Drone	\$300
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Submeter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
<b>Water and Marine Resources Equipment</b>	
Boat (20-foot Boston Whaler or Similar)	\$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
<b>Field Equipment Packages</b>	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubbles, Buckets)	\$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	\$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
<b>Insurance, Hazard, and Fees</b>	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

## EXHIBIT "E"

### INSURANCE REQUIREMENTS

1. Time for Compliance. Consultant shall maintain insurance for the duration of the Agreement and shall not commence Work under this Agreement until it has provided evidence satisfactory to the Coachella Valley Water District ("CVWD") that it has secured all insurance required under this Section. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein. Consultant shall not allow any subconsultant to commence work on any subcontract until each subconsultant has provided evidence satisfactory to Consultant that it has secured all insurance required under this Section.
2. Minimum Requirements. Consultant shall, at its expense, procure and maintain, insurance against claims arising from Consultant's rendering of professional services, including claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall require all of its subconsultants to procure and maintain insurance for the duration of the Agreement and shall verify subconsultants' compliance as set forth in the Section entitled "Subconsultant Insurance Requirements" below. Such insurance shall meet at least the following minimum levels of coverage:
  - (A) **Commercial General Liability Insurance** which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage.
  - (B) **Business Automobile Liability insurance** which shall be as broad as ISO form CA 00 01 covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 per accident for all owned, non-owned, and hired automobiles used in connection with the services or operations to be performed under this Agreement.
  - (C) **Workers' Compensation Insurance** with statutory limits, and **Employer's Liability insurance** with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CVWD, its directors, officials, officers, employees, agents, and volunteers.
  - (D) **Professional Liability Insurance (Errors & Omissions Liability )** covering the services to be performed under this Agreement with limits of not less than \$2,000,000 per occurrence or claim and \$2,000,000 in the aggregate. This coverage may be written on a claims-made form. If coverage is written on a claims-made form, the provisions set forth in the Section entitled "Provisions Applicable to All Insurance Requirements: Claims-Made Coverage" below shall apply. CVWD reserves the right to require a project-specific endorsement. All subconsultants, providing professional services shall have professional liability insurance with an amount not less than \$1 Million per occurrence or claim and in the aggregate.

3. **Provisions Applicable to All Insurance Requirements. Each Insurance policy required by this Agreement shall be endorsed the following provisions:**

(a). **Additional Insured Coverage.** Except for the Workers' Compensation and Professional Liability insurance policies, all liability policies shall be endorsed to include CVWD, its directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary, umbrella or excess policies for ongoing and completed operations performed by, or on behalf, of Consultant, including materials, parts or equipment furnished in connection with such work. Coverage for the additional insured under the Commercial General Liability policy shall be as broad as that provided by ISO CG 20 10 (ongoing operations) and 20 37 (completed operations).

(b). **Acceptability of Insurers.** Unless otherwise reviewed and accepted by CVWD, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in California, or approved by the Surplus Lines Association.

(c). **Verification of Coverage.** Consultant shall furnish CVWD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to CVWD. The certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by CVWD before work commences. CVWD reserves the right to require complete, certified copies of all required insurance policies, at any time. Acceptance of Consultant's Certificates of insurance does not relieve Consultant of the insurance requirements, nor decrease the liability of Consultant under this Agreement. It is Consultant's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of CVWD to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of CVWD, in this or any regard.

(d). **Primary and Noncontributory.** The insurance required to be maintained by Consultant shall be primary and any insurance or self-insurance maintained by CVWD shall be excess only, and not be required to contribute with it.

(e). **Umbrella or Excess Insurance.** Any Umbrella or Excess insurance shall also apply on a primary and noncontributory basis for the benefit of CVWD, before CVWD's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

(f). **Waiver of Subrogation.** Consultant shall waive any right of subrogation, except for Professional Liability, of the insurer against CVWD, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this Agreement, Consultant hereby waives its own right of recovery against CVWD and any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its

subconsultants. Consultant shall pay all damages and costs arising out of Consultant's failure to provide a waiver of subrogation from its insurers.

(g). **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant hereunder.

(h). **Severability of Interest (Cross Liability).** A severability of interest provision must apply for the additional insureds, ensuring that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

(i). **Notices; Cancellation or Reduction of Coverage.** At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with CVWD. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with CVWD evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, CVWD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CVWD will be promptly reimbursed by Consultant or CVWD may withhold amounts sufficient to pay premium from Consultant's payments. In the alternative, CVWD may suspend or terminate this Agreement. No policy required to be maintained by Consultant shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to CVWD, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided.

(j). **Claims-Made Coverage.** For any coverage provided on a claims-made form (which type of form is only permitted at CVWD's sole discretion) the following shall apply:

- i. The retroactive date must be shown, and must be before the date of this Agreement and before the commencement of services or operations related to this Agreement;
- ii. Insurance must be maintained and Certificates of Insurance must be provided to CVWD for at least five (5) years after the expiration or earlier termination of this Agreement;
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this



Agreement or commencement of any services or operations related to this Agreement, Consultant must purchase an extended reporting period for a minimum of five (5) years after the expiration or earlier termination of this Agreement.

(k). **Deductibles, Self-Insurance, Self-Insured Retentions.** Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage shall be declared to, and accepted by, CVWD. At the option and request of CVWD, Consultant shall provide documentation of its financial ability to pay the deductible(s), self-insurance, or SIR.

4. **Subconsultant Insurance Requirements.** Consultant shall not allow any of its subconsultants to commence work on any subcontract relating to the work under the Agreement until Consultant has verified that all subconsultants have procured insurance meeting all requirements under this Agreement and provided evidence to Consultant of such insurance. If requested by Consultant, CVWD may approve different scopes or minimum limits of insurance for particular subconsultants, but in no case shall be less than \$1 Million per claim. The Contractor and CVWD shall be named as additional insureds on subconsultants' Commercial General Liability insurance.

5. **Reservation of Rights.** CVWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **END OF EXHIBIT E - INSURANCE REQUIREMENTS**