

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 Northern Digital, Inc., a California Corporation ("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 SCADA integration and modification services to support the Avenue 66 Pressure Reducing Station (PRS) for the Avenue 66 Transmission Water Main, Phase 1B, Phase 2, and Lincoln Street Water Main Project.

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

C. 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 November 14, 2023 to June 30, 2025, unless earlier terminated as provided herein.

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.

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 of \$17,196 without a 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., 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. Joseph Marcus ("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. Sabrina Nies 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 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:

Northern Digital, Inc.
4701 Corporate Court
Bakersfield, CA 93311
Attention: Joseph Marcus
Vice President, Business Development

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 men and operations. 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.

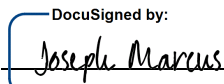
10.26 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CVWD and the Consultant.

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

“CONSULTANT”

NORTHERN DIGITAL, INC., a California Corporation

By:

DocuSigned by:

3D1942E2202B4EA...

Name:

Joseph Marcus

Its:

Vice President, Business Development

“CVWD”

COACHELLA VALLEY WATER DISTRICT, a public agency

By:

Name: J. M. Barrett

Its:

General Manager

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

Consultant shall provide professional SCADA support services for the Avenue 66 Transmission Water Main, Phase 1B, Phase 2, and Lincoln Street Water Main Project.

Consultant shall complete the work described in Consultant’s proposal dated October 25, 2023, attached hereto and incorporated herein by this reference.

October 25, 2023

Coachella Valley Water District
ATTN: Jeff Taff

RE: PROPOSAL TO PROVIDE COACHELLA VALLEY WATER DISTRICT WITH SCADA SUPPORT SERVICES FOR THE CVWD SUPPORT FOR AVEVA AVENUE 66 PRS SITE PROJECT.

NDI is pleased to submit this proposal to provide your organization with I&C Integration services. This proposal outlines the scope, objectives, and exceptions for the SCADA modifications project to support the Avenue 66 Pressure Reducing Station (PRS) for the Coachella Valley Water District. We are committed to delivering a successful project while addressing certain clarifications and exceptions.

The project includes providing professional engineering services to modify the existing SCADA system to support the Avenue 66 PRS, replicating the 6806 PRS functionality without the Valve Disables. The project will be located in the Middleton Production Zone, and it will be a close approximation to the 6806 PRS without the Valve Disables. The PLC programming for the project will be handled by the CVWD Electronic Shop. NDI will review the program prior to installation and attend Site Startup and Loop Tests remotely. Please see the **Clarifications** section for further details on Clarifications & Exclusions.

NDI has over **35+ years of industry experience** and has an extensive background in providing control systems engineering services in numerous Oil & Gas Production as well as Water/Wastewater Industry applications. **Northern Digital is an industry leader in providing technical solutions and integration services** to a wide variety of Oil & Gas Production Companies as well as Water Agencies, Municipalities, and Independent Water Companies. Our core value of **relationships forged in commitment** aims to develop lasting partnerships with our clients. NDI strives to ensure that we meet or exceed all of your project expectations.

We are grateful for this opportunity to submit our proposal to your organization. Should you have any questions or concerns, please don't hesitate to reach out to me. Thank you and we are excited at the prospect of working with your team.

Sincerely,

Joseph Marcus
Northern Digital, Inc.
Vice President, Business Development

W: 661.322.6044
M: 661.319.4015
E: joseph.marcus@ndi.us



Cost Breakdown

COST BREAKDOWN

Total Not to Exceed (NTE) Cost Estimate is: \$17,196. See breakdown below.

Deliverables

DESCRIPTION OF WORK

HMI support should include (at a minimum) the following Scope of Work:

- The information will display on the Pressure/Flow Summary Page for the Middleton 60' Production Zone.
- The PRS Station Graphic will be located on the Middleton 60' Production Zone Overview Page on the bottom line flowing to Mecca.
- It will be polled from the WRP 4 Tower and should show up on the WRP 4 Communication Statistics Page and the Site Scan Control Summary Page.

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

Services shall commence immediately upon execution of this Agreement by both parties and shall conclude by June 30, 2025.

EXHIBIT "D"

COMPENSATION

Services shall be billed based on Consultant's fee schedule attached hereto and incorporated herein by this reference. In no event shall the total amount paid for Services under this Agreement exceed the amount of \$17,196, unless otherwise expressly authorized by a subsequent Task Order.

LABOR WORK BREAKDOWN STRUCTURE (WBS)

TASK LIST	TASK NAME	LABOR CODE	HOURS
Engineering and Design (SE) <ul style="list-style-type: none"> Addition to Pressure/Flow Summary Page Addition to Middleton PZ Addition to WRP-4 Site Scan Control Page Addition to WRP4 Tower Comm Stats Page 	[5040-548-510]	SE	16.00
Object Template Development (C) <ul style="list-style-type: none"> Develop, test, and validate PLC Type PRS object template for Ave 66 PRS 	[5040-540-510]	C	24.00
Object Configuration (C) <ul style="list-style-type: none"> Object instances creation and configuration 	[5040-540-511]	C	4.00
Kepware Setup and Configuration (C)	[5040-548-511]	C	4.00
Collaboration and Naming Coordination (C) <ul style="list-style-type: none"> Collaborate with CVWD Electronic Shop on naming convention for PLC code 	[5090-591-500]	C	12.00
Review and Quality Assurance (C) <ul style="list-style-type: none"> Review of PLC program developed by CVWD 	[5020-532-510]	C	16.00
Remote Assistance (C) <ul style="list-style-type: none"> Remote Assistance for Commissioning & Startup 	[5040-545-500]	C	16.00
Project Management (PM)	[5090-590-500]	PM	8.00
Total Hours			100.00

Engineering Labor: \$17,196.00

Total Price: \$17,196.00

CLASSIFICATION RATE SCHEDULE

Northern Digital has a staff of qualified engineers and multidisciplinary employees capable of meeting the requirements of your project. NDI's staff includes Engineering, Project Management, Finance, CAD Specialists, and Procurement, all capable of meeting the project needs. Professional Services Classifications and rates are below:

Professional Services Classification	NDI Hourly Rate
Principal / Consultant (C)	\$177
Project Manager (PM)	\$156
Systems Engineer (SE)	\$156

PLEASE NOTE THE FOLLOWING BILLING POLICIES:

*Rate may vary due to changes in the IRS determined Standard Mileage Reimbursement Rate

*Travel & Expenses Costs will follow GSA Guidelines

Overtime labor rates for normal workdays are 1.5 times the NDI hourly rate. One and one-half times the regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek. Overtime rates apply to Saturdays. Double time (2.0 times NDI hourly rate) applies to Sundays and Holidays.

Holiday labor rates for Federally recognized holidays are 2 times the NDI hourly rate. Two times the regular rate of pay for all hours worked on a Federally Observed Holiday.

For equipment or materials furnished or consumed by NDI in support of this Contract such as instrumentation, control panel components, PLC/OIT/HMI equipment, etc., a mark-up of 15% profit will apply under this contract. Sales tax and freight will also apply.

Travel Time To / From Job Site: Billed for 4 Hours per Travel Day per this Rate Schedule.

Billing will be per the Professional Services Agreement with CVWD, billed progressively on a T&M basis based on labor hours expended, Travel & Expenses, and Material costs with markup, tax and freight.

CLARIFICATIONS

Northern Digital has the following clarifications:

1. The work described in this proposal will be performed remotely. There are no travel costs associated with this scope of work. If additional support is required, this proposal can be modified or a new proposal can be generated.
2. The PLC programming for the project will be handled by the CVWD Electronic Shop. NDI will review the program prior to installation and attend Site Startup and Loop Tests remotely.
3. HMI Support Additions: NDI will make additions to the Pressure/Flow Summary Page, Middleton 60' Production Zone Overview Page, WRP 4 Tower Communication Statistics Page, and Site Scan Control Summary Page.
4. Document References: NDI acknowledges the referenced documents, including Ave 66 IO List and PRS Example graphics.
5. Remote Assistance: NDI will provide remote assistance for commissioning and startup, as described in this proposal, but will not perform onsite commissioning.
6. Additional Changes: Any additional changes beyond the defined scope will require a change request process and may result in additional costs and timeline adjustments.

PAYMENT TERMS

Progress payments are required. Payments are due net 30 days after the date of invoice. The project budget is not to exceed the maximum budget specified in the contract, inclusive of labor hours, expenses, and markup.

This project will be billed based on Time and Materials (T&M). Invoices will be calculated as follows:

- **Labor Hours:** Labor hours expended by Northern Digital, Inc. (NDI) will be billed at the agreed-upon hourly rate, as per the project contract.
- **Expenses:** Direct project-related expenses incurred by NDI (such as travel, accommodation, hardware, or software procurement) will be invoiced at cost, with an agreed-upon markup percentage of 15% applied to cover handling and administrative costs.

Any changes to the project scope or requirements beyond the initially agreed-upon terms will be addressed through a formal change order process. Change orders may result in adjustments to the project budget and payment terms.

All invoice amounts, which are 30 days past due will be subject to an interest penalty of 1.5% per month or the highest interest rate allowed by law.

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