

COACHELLA VALLEY WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 04th day of January, 2024 by and between COACHELLA VALLEY WATER DISTRICT, a public agency ("CVWD") and BLACK & VEATCH CORPORATION, a Delaware 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 Biennial General Engineering services on an on-call basis.

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 January 1, 2024 to December 31, 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. 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. Jeff Neemann (“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. The following are designated as the representatives 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.

- (a) Domestic Water and General District – Sabrina Nies
- (b) Sanitation and Non-Potable Water – Armando Rodriguez
- (c) Irrigation and Stormwater – David Wilson

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:

Black & Veatch Corporation
38975 Sky Canyon Drive, Suite 110
Murrieta, CA 92536
Attention: Jeff Neemann
Project Director

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.

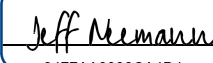
10.26 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CVWD and the Consultant.

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

“CONSULTANT”

BLACK & VEATCH CORPORATION, a
Delaware Corporation

By:

DocuSigned by:

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Name:

Jeff Neemann


Its:

Vice President

“CVWD”

COACHELLA VALLEY WATER DISTRICT, a
public agency

By:

DocuSigned by:

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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

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 September 25, 2023 and Consultant’s proposal dated October 24, 2023, attached hereto and incorporated herein by this reference.

ATTACHMENT 1

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. Any or a combination of the following professional engineering services may be required:

Project Management

- Plan, coordinate, and manage the Project in order to achieve Project goals within the approved budget and schedule
- Prepare and maintain Project schedule on a regular basis
- Effectively communicate Project status by e-mail, written correspondence, phone, and meetings
- Work closely with CVWD engineering and operations staff
- Conduct progress meetings at CVWD's Palm Desert or Coachella office
- Develop Project alternatives and resolution to issues in a timely manner
- Provide direct supervision over work product of staff and subconsultants
- Provide quality control/quality assurance
- Provide monthly billing, including a written summary of the work performed and a summary of the staff type, billing rate, and hours worked for the billing period. Monthly billing shall be accompanied by a budget summary table, identifying each Scope of Work task, budget amount, amount previously billed, amount submitted on the current invoice, total amount billed to date, percent of budget spent, and budget remaining.

Planning/Preliminary Engineering

- Conduct utility research and obtain existing utility plans
- Review related CVWD planning and engineering documents
- Prepare appropriate preliminary technical studies
- Develop multiple alternative solutions based on sound engineering principles and describe the pros and cons of each alternative
- Provide preliminary cost estimates, including operational/maintenance costs for each proposed alternative
- Identify all local, state, and federal permits that will be required, including City, Riverside County, Imperial County, Caltrans, Tribal, Clean Water Act, resource agency permits, etc., along with an estimated schedule and permit fees
- Incorporate CVWD comments in a final Planning or Preliminary Design Report (PDR) with conclusions and a preferred Project alternative
- PDR shall also include a Summary of Findings and Theory of Operation
- Prepare conceptual or preliminary drawings and exhibits for the preferred alternative as necessary

Surveying and Mapping

- Obtain design aerial topography at 1"= 40' with 1' contours for all improvements within the Project limits. All survey information must utilize benchmarks recognized by CVWD with elevations per 1929 datum (NGVD 29).
- Plans must utilize Zone 6 NAD83 US feet state plane coordinate system.
- All control points listed or shown on the drawings shall have Northing, Easting, and Elevation (or "none" for elevation). All survey control points used for the projects shall be listed and/or shown on the drawings with their coordinates. This includes traverse points and aerial targets.
- Prepare Project base map showing all existing aboveground and underground utilities, parcels, street centerlines, rights-of-way, property lines, easements, planimetrics, and topography. Project base map shall also show future City, County and Caltrans roadway projects and future developments.
- Each drawing sheet shall have at least two existing coordinate points, with coordinates shown, near each end of each sheet. All quarter corners and sections shall be tied to the state plane coordinate system.
- Identify all monuments and file corner records, if necessary.
- All legal documents used for the layout and design, such as map books, deeds, etc. shall be listed on the drawings.
- Each sheet shall have dimensions adequate to determine the location and intent of the proposed improvements.

Utility Potholing

- Prepare a pothole plan with recommended pothole locations for CVWD review at the 50% design phase or as requested by CVWD
- Coordinate and obtain the necessary permits from the controlling agency(ies)
- Prepare a traffic control plan
- Provide a survey of the horizontal and vertical location of each pothole
- Provide a pothole report
- Update the Project base map based on the results of the potholing

Technical Reports

- Prepare various technical reports and hydraulic calculations
- Perform water and sewer hydraulic modeling studies using InfoWater or InfoSWMM software by Innovyze

Environmental Documentation Support

- Environmental documentation for CEQA/NEPA will be performed by CVWD or its environmental consultant
- Provide all necessary project data, exhibits, design drawings, etc. to assist CVWD in obtaining the appropriate CEQA/NEPA approvals for the project

Geotechnical Investigation

- Provide the requested geotechnical investigations and exploratory soil borings to the appropriate depth (minimum 5 feet below the lowest elevation of the proposed improvements or as recommended by the geotechnical engineer)
- Provide laboratory test results for Expansion Index Test, Sieve Analysis, Atterberg limits, Maximum Density, and Moisture Contents to adequately characterize the soil properties needed for the design
- Include substrata conditions, soil bearing capacity, and excavation and backfill requirements
- Soil corrosivity and design criteria for external corrosion control of buried pipelines
- Provide design criteria for pipelines, foundations, and facilities installed in seismically active areas
- Provide design criteria for pipelines, reservoirs, and pump station improvements installed in shallow groundwater
- Provide pipeline trench details based on the results of the investigation
- Provide design criteria for deeply buried pipelines
- Provide design criteria for boring jacking and receiving pits
- Provide testing requirements
- Prepare a geotechnical report with results of laboratory analysis and recommendations for construction and dewatering

Final Engineering

- Respondent shall prepare improvement plans and CSI specifications for all facilities based on recommendations contained in the approved PDR
- Plan and profile drawings shall be at a scale of 40 feet to 1-inch horizontal, and 4 feet to 1-inch vertical. Provide design details as appropriate. Refer to CVWD's Development Design Manual, latest edition, for additional drawing requirements
- Work closely with CVWD engineering and operations staff
- Incorporate the environmental documentation, mitigation requirements, geotechnical report, survey/mapping, utility potholing, and CVWD comments in the preparation of the final design
- Plans shall include provisions for dewatering of excavated areas and details for installation of improvements in areas with groundwater or the potential for groundwater
- Provide pipeline trench calculations to meet CVWD requirements
- Plans shall be designed to be compatible with other future planned improvements by CVWD, Cities, County, Caltrans, etc.
- Prepare final Technical Studies, including final hydraulic analyses (if not already performed)
- Prepare final design drawings for all disciplines as required to render a complete design including hydraulic profiles and utility connections per the recommendations contained in the PDR. Drawings used for permit applications and bidding require the signature and seal of a licensed professional engineer in the State of California who will be the Engineer of Record (EOR) for the project. The EOR shall be solely responsible for the design and determining the appropriateness of CVWD standard specifications and drawings that may be utilized in the design.

- The drawing set requires segregation by major discipline: site, architectural, structural, mechanical, electrical, instrumentation, etc.
- Drawings shall reflect only the scope of work for the current project and shall not contain extensive notes and written instructions more appropriate for the specifications. Standard detail drawings shall exclude items not applicable to the current project.
- Consultant shall prepare all drawings using a version of AutoCAD compatible with CVWD's current version of AutoCAD (currently version AutoCAD 2022). CVWD will not accept drawings created using an alternative CAD program, such as MicroStation, and "converted" to AutoCAD format.
- Consultant shall provide documentation for the layer names, line weights, shape files, line types, fonts, etc. with the first plan check submittal.
- Respondent shall submit the pothole plan with the 50% submittal and shall pothole utilities based upon the pothole plan.
- Coordinate the relocation of conflicting utilities or prepare final engineering plans for the relocation of the conflicting existing utilities
- Develop Theory of Operation in conjunction with CVWD staff
- Prepare SCADA plans if required
- Prepare electrical drawings showing power, backup power, concrete pad, anchoring, and controls as necessary
 - Electrical drafting symbols shall conform to IEEE Standard 315 and 315A
 - Conduct on site investigations, interface with CVWD staff, and review design materials and drawings to determine the type and location of primary sensors, control devices, panels and related instruments, and control equipment. The locations and mounting details for these devices shall be included on the drawings
 - Prepare fault study calculations
 - Prepare loop drawings in accordance with ISA Standard S5.4 and P&IDs in accordance with ISA Standard S5.1. The consultant may include the loop drawings on 8 1/2" x 11" sheets in the specifications rather than full size drawings.
 - Prepare ladder diagrams to show the hard-wired logic in panels and software logic in PLCs. Drawings shall be prepared to show the general configuration of all new panels, consoles, and the wiring between interconnected hardware components.
 - Prepare conduit and wiring drawings showing conduit and signal wire routing using scaled drawings of all facilities. Where appropriate, the conduit and wiring drawings shall be integrated into the electrical drawings
 - Prepare an input/output point list from the P&IDs.
 - Prepare instrument specification sheets in accordance with ISA Standard S20
 - Prepare specifications for the digital equipment and field and panel mounted instruments.
 - Prepare specifications for the software functions in sufficient detail to allow bidders to size the system and provide a basis for implementation. Include detailed written control strategy descriptions based on the P&IDs, graphic display descriptions, report definitions, historical database definition and related functions. The Consultant shall interface with CVWD before defining the displays, reports, and historical database.
 - Provide narrative descriptions of all electrical control circuits. These descriptions shall describe in detail the operation of these circuits in the various operating

modes (manual, auto, remote, etc.) and shall provide information relating to the purpose of each device (relays, timers, lights, etc.) included in the circuit

- Apply for all local, state, and federal permits that will be required, including City, Riverside County, Imperial County, Caltrans, Clean Water Act, resource agency permits, etc., along with an estimated schedule, special requirements (if any), and permit fees. CVWD to pay permit fees
- Attend meetings with agencies as necessary to facilitate obtaining the permits
- Provide final Theory of Operation for pump stations, reservoirs, etc.
- Prepare plans for decommissioning of existing facilities (to be salvaged, abandoned and/or removed)
- Apply for power (SCE or IID) for reservoirs, pump stations, and other facilities that may need power
- Prepare cost estimates (to be provided at the 50%, 90%, and 100% plan submittals)
- Note: Contractor will prepare SWPPP and PM 10 plans
- Address CVWD comments as necessary to obtain plan approvals

Respondent shall provide 3 sets of plans and technical studies for plan check review at 50%, 70%, 90%, and 100% completion. The 70% plan submittal shall incorporate pothole data. Specifications shall be provided with the 70%, 90%, and 100% plan submittal for review and comment.

Easement and Legal Descriptions

- Obtain and review Preliminary Title Reports for all affected parcels
- Plot easements and encumbrances on all affected parcels
- Identify property and easements needed
- Prepare easements, deeds, legal descriptions, and plats using CVWD's standard forms and in accordance with CVWD guidelines.
- Assist CVWD with negotiations with property owners and agencies to acquire easements and rights-of-way

Bid and Construction Support

- CVWD to Advertise for Bid
- Engineering services during construction does not include full-time Resident Engineer/Inspector for the project. CVWD will provide inspection services utilizing CVWD staff or engage a third-party Construction Manager.
- Provide bid support for RFIs, plan clarifications, etc. Respond to contractors' or potential equipment suppliers' questions and prepare addenda as required in order to document design changes or clarifications.
- Addenda requiring revisions to the technical specifications shall be prepared by direct revision of the specification and re-issuance of the affected pages.
- Project manager shall attend the Pre-bid meeting and shall be thoroughly familiar with the design and be prepared to explain the technical aspects of the project and respond to questions from attendees.

- Provide the list of bidders to potential equipment suppliers and construction information services as requested.
- Provide a written evaluation of all alternative equipment offered by the bidding contractors as to whether each alternative satisfies the design requirements of the project, and based on objective and/or subjective criteria, provide a recommendation as to the acceptability of each alternative submitted.
- Provide general construction administration, including attendance at construction meetings, resolution of construction problems related to the design, and review and interpretation of the design.
- Provide shop drawing review and approvals, including review and approval of resubmittals. Maintenance of a shop drawing log indicating dates received and returned and status.
- Review contractor pricing of change orders and provide written recommendations to CVWD of the reasonableness of the cost. Drawing and/or specification revisions required for change orders shall meet the same criteria as described above for preparation of addenda during the bid phase, including submittal in electronic format.
- Preparation of supplementary detailed working drawings, specifications, and written instructions or meetings as necessary throughout the construction period to interpret the contract plans and documents and to resolve changes brought about by actual field conditions encountered.
- Preparation and submittal of electronic record drawings within two (2) months after start up. The drawing files shall meet the requirements for submission of design information previously outlined in this document. CVWD shall provide data, information, sketches and working drawings, to be incorporated with the record drawings. The record drawings shall include all above and below grade changes from the original design drawings for all engineering disciplines. Changes made to reflect the as-installed conditions shall be made in the same level of detail and to the same degree of drafting quality as the original design drawings.
- Provide the services of the Respondent's Project Manager to attend a one-day post construction meeting at the site immediately following demobilization by the contractor (if required).
- Provide the services of the Respondent's Project Manager for a one-day inspection of the facilities approximately one year after they are placed into operation.
- Respondent shall provide a signed and stamped Certification of Completion stating that the construction of the facility is in substantial conformance with the approved plans and specifications.

Deliverables

Deliverables will vary based on the type, nature, and scope of the specific project. Typical deliverables may include:

- Project Schedule
- Project base map in AutoCAD and GIS format
- Preliminary and Final Hydraulic Model Studies
- Geotechnical Report
- Preliminary Design Report
- Legal descriptions, plats, and easement documents (preliminary title reports, etc.)

- Final Improvement Plans and technical specifications as noted in the Technical Requirements
- Trench Pipe Calculations
- Plans for decommissioning of existing facilities to be abandoned
- Final Theory of Operation
- Electrical and SCADA Plans
- Power applications
- All necessary permits
- All other plans and documents needed to approve and construct the Project based on the Project objectives and PDR
- AutoCAD and Microsoft files of all plans and reports with final submittals

SECTION 4

Understanding of Project

OUR APPROACH FOR SUSTAINABLE SOLUTIONS

The Black & Veatch approach to task orders will be the same that we have used on our other assignments with CVWD – **holistic yet efficient engineering and technical services**. We are a partner with you to provide the most cost-effective and sustainable solutions for your infrastructure needs, ultimately allowing you to provide the best service and stewardship to your customers.

The Scope of Work of the Districts' RFP clearly outlines the range of services to be required including, but not limited to, evaluations, studies, preliminary design, final design, specifications, reviews, and engineering estimates. We understand the work you are envisioning will include projects that are complete, with Black & Veatch providing you a final product ready to move to the next phase.

Black & Veatch emphasizes that early input is essential to refining the standard of workflow so that it's specific to every project. By working closely with your staff, involving our experts from the beginning, and performing timely reviews as the project progress, Black & Veatch's **comprehensive team** will successfully execute the design scope of your project in an efficient manner that will meet the goals of your project on time and within budget, all while eliminating surprises down the road.

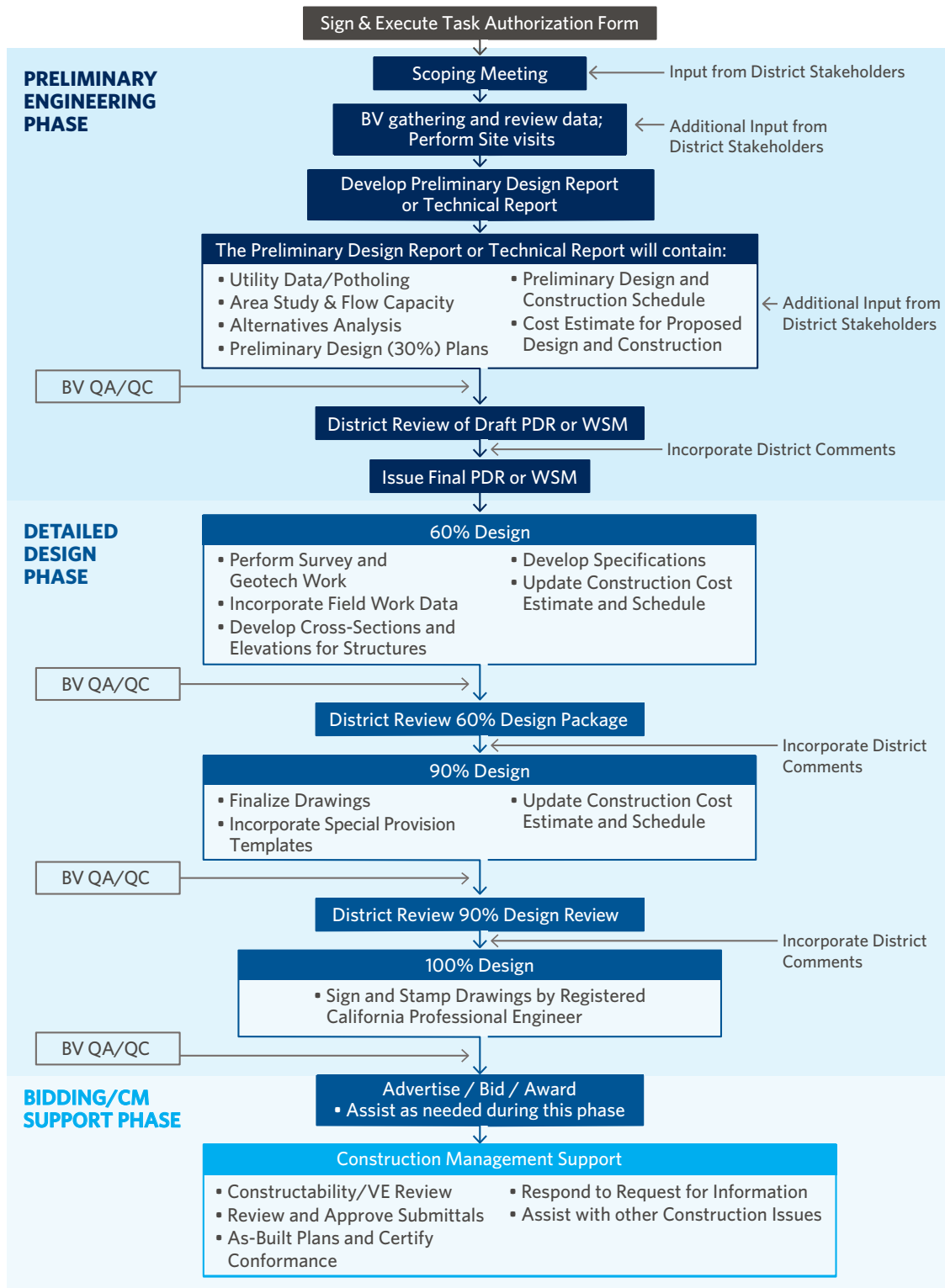
The Project Execution Plan Flowchart on the next page will be utilized as a basis for the on-call design projects. Our plan has been **proven successful** on our other on-call services contracts and prioritizes clearly defined project objectives and constant communication between the Black & Veatch team and the District for making critical key project decisions, defining design criteria, and creating a solid foundation for the duration of the project work.

Developing a cost-effective project and minimizing the potential for change orders during construction are key success factors for on-call projects. As we proceed through design projects that require excavation for new construction, our approach to utility research will minimize the chance for changed conditions, which are the primary cause of construction related change orders.

In situations where subsurface conditions are complex and may adversely affect the construction or operation of the facilities being implemented, **Black & Veatch will prepare a separate Geotechnical Baseline Report (GBR)**. The GBR will utilize the data from and build upon the geotechnical report(s) prepared by the geotechnical firm. The report will be prepared in accordance with the ASCE guide, Geotechnical Baseline Reports for Underground Construction (2007). The primary purpose of the GBR is to establish a contractual statement of the geotechnical conditions anticipated to be encountered during underground and subsurface construction, and it will be included in the Contract Documents.

EFFICIENT PROJECT EXECUTION

We have developed our direct and efficient task order execution plan thru years of our on-call experience. Black & Veatch typically utilizes the workflow shown below to ensure that, most of all, we are focused on frequent effective communication with all of the CVWD and outside agency stakeholders. **At the beginning of each task order, our team will evaluate the project needs and surrounding infrastructure setting with you to determine the best approach for the particular project. In this way, the CVWD and Black & Veatch experts ensure together that work being done makes sense in the big picture, and best serves the customers.**



PRACTICAL APPROACH TO TASK ORDERS

Successful execution of on-call task orders requires a systematic approach by a team with proven experience providing practical solutions. The Black & Veatch approach to task orders is focused on developing the necessary technical and engineering details for focused solutions and constructable designs of improvements. Key considerations include the following:



HYDRAULICS: Black & Veatch will perform hydraulic analyses of proposed improvements to facilitate final decisions needed to establish key facilities, including new storage, pressure reducing/flow control facilities, operating strategies and impact on the operations of the District’s existing distribution system. Our analyses will determine the hydraulic grade line (HGL) for the proposed facilities and assess different operating scenarios, including peak flow, average flow, and off-peak/minimal flow conditions. The analyses will also identify any capacity or velocity restrictions in the system, as well as options and preferred strategies for balancing hydraulic operations.

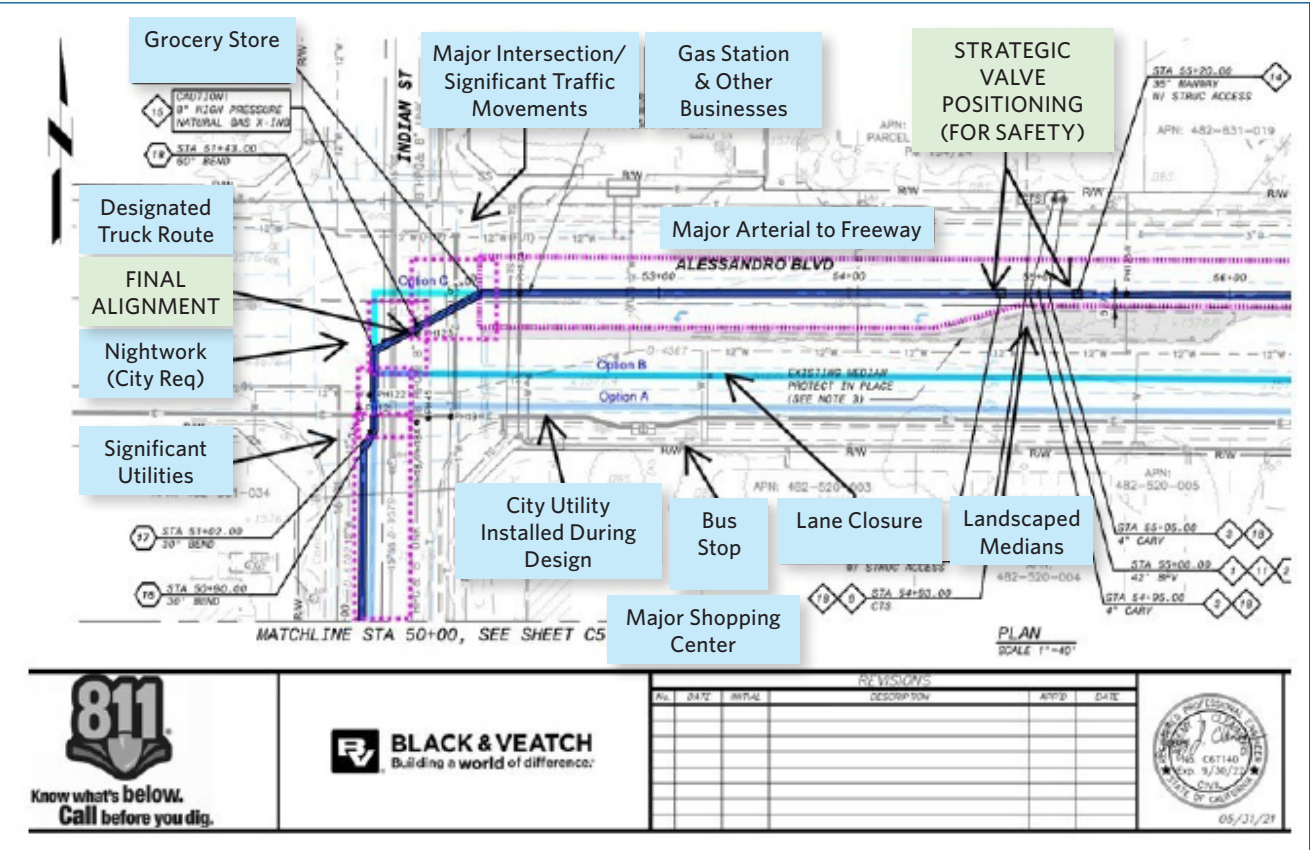


UTILITY INVESTIGATIONS: Our utility investigation subcontractor, USI, has a long track record using air/vacuum excavation for positive utility identification. Most importantly, because air is a compressible gas, when used to break-up soil to discover a buried utility it flows

around the conduit, pipe or cable when in direct contact rather than cutting into it. USI will also provide certified electro-magnetic and GPR locating expertise to supplement and confirm the Dig Alert mark-out data. Field reports include full depth and size measurements, complete photo essay of each pothole location, back-fill, compaction and site patching as required. Once completed, all pothole sites are clearly marked via survey nail, feather or lathe stake. The resultant Subsurface Utility Report includes all the data necessary for horizontal and vertical location of any potential conflict.



CONSTRUCTABILITY: Our focus is always on providing solutions that are constructable in the real world, which always saves money in construction and results in easier operations. As an example, depicted below is a figure showing the thinking our pipeline design team utilized to find the best corridor for a new water main (Cactus Feeder in Moreno Valley).

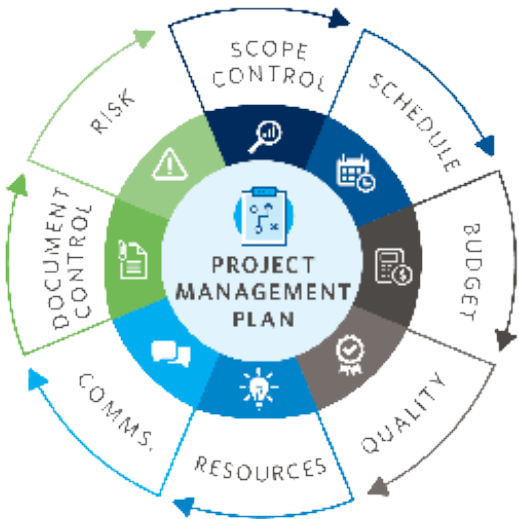


PROJECT MANAGEMENT FOR PROJECT SUCCESS

With an unwavering focus on the District’s needs, Black & Veatch will employ our integrated project management practices on the on-call projects.

Black & Veatch operates under a comprehensive Project Management System. We use best practices, technologies and deliverables to align the task order’s scope of work directly with its cost, schedule and quality goals. Our comprehensive project management approach sets the stage for efficient execution of task orders, and our Project Manager, **Charlie McKinley**, will actively deploy our processes to track each project’s technical and design development.

Our best-in-class experience with planning, design, and construction projects ensures that our team will be adequately staffed by experienced professionals.



PROJECT COMPLETION ON SCHEDULE

- Direct lines of communication allow decisions to be made efficiently to maintain progress.
- Use extensive resource pool as required to meet schedule.



EFFICIENCY

- Streamlined teams that have worked together for efficient execution of task orders.
- Unparalleled depth, experience, and knowledge on projects to save you time and money.



RESPONSIVENESS

- Black & Veatch will serve the District from our convenient local office locations.



FLEXIBILITY

- Our diverse experience on every type of project will allow for custom solutions to your unique projects.

PROJECT SAFETY IS OUR PRIORITY

Safety starts from the beginning of design through construction, operations, and maintenance activities. Hazardous conditions can be identified and eliminated during design, creating a better work environment for construction staff and the Districts’ O&M staff in years to come.

Throughout the project design cycle, we always evaluate safe access to processes, equipment, and piping appurtenances to ensure ease of operations. Our goal is “everyone goes home at the end of the day.”



Black & Veatch places the highest importance on the safety and health of its professionals, contractors, clients, and public during the performance of our work. This work ethic is reflected in our safety record shown in the graphic above. As a standard practice, we work with clients to meet project specific safety considerations in addition to industry best practices and regulatory standards.

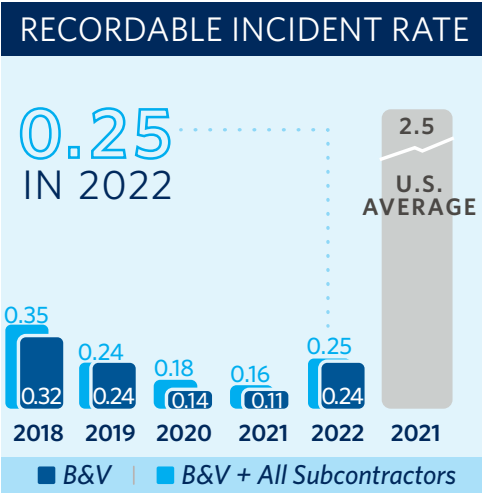


EXHIBIT "B"

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. ____

- C. Time to Perform Services Listed Herein.

EXHIBIT “C”

PERFORMANCE SCHEDULE

The term of this Agreement shall expire on December 31, 2025 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 Standard Rate Table provided in Consultant’s proposal dated October 24, 2023, attached hereto and incorporated herein by this reference. The attached hourly rates shall remain in effect through December 31, 2025, 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.

Black & Veatch

ATTACHMENT 2 STANDARD RATE TABLE

The following Standard Rate Table shall be valid for the entire duration of the Project, from January 1, 2024 through December 31, 2025. Additional titles with corresponding hourly rates may be listed on the blank spaces provided on this page only. Separate sheets will not be accepted.

TITLE	HOURLY RATE
Administration/Clerical	\$95
Assistant Engineer	\$150
Assistant Planner	\$165
Associate Engineer	\$150
CAD Operator III	\$160
CADD/GIS	\$175
Construction Manager	\$250
Engineer Associate V	\$175
Engineer/Project Engineer	\$175
Engineer II/ Project Engineer II	\$195
Engineer V	\$230
Engineering Manager	\$255
Environmental Planner	\$175
GIS Technician	\$175
Planning Manager	\$275
Principal In-Charge	\$375
Project Controls	\$190
Project Manager	\$300
QA/QC Manager	\$270
Senior Engineer	\$260
Senior Engineer II	\$275
Senior Surveyor	N/A
Survey Crew	N/A
Technical Advisor	\$375

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