

COACHELLA VALLEY WATER DISTRICT



REQUEST FOR PROPOSALS

FOR

Avenue 66 Trunk Sewer Design – Final Engineering Services

November 21, 2023

**Proposals must be received by CVWD prior to
2:00 p.m. local time on January 5, 2024 at:**

**Electronic Submittal Only
www.planetbids.com**

With this Request for Proposals (“**RFP**”), Coachella Valley Water District (“**CVWD**”) is requesting proposals (“**Proposals**”) from qualified consultants (“**Respondents**”) for the following:

Avenue 66 Trunk Sewer Design.

The purpose of the Proposal is to demonstrate the qualifications, competence and capacity of Respondent to perform the work or provide the services described in this RFP, in conformity with the requirements of this RFP. The Proposal should demonstrate the qualifications of the Respondent and of the particular staff to be assigned to this project. It should also specify a specific approach that will meet the RFP requirements.

The successful Respondent will be expected to execute the Professional Services Agreement included with this RFP without modification of the terms.

1. Introduction

1.1 About Coachella Valley Water District

CVWD provides domestic water, wastewater, recycled water, irrigation/drainage, regional stormwater protection and groundwater management services to a population of 290,000 throughout the Coachella Valley in Southern California. CVWD boundaries encompass an area of nearly 1,000 square miles. Most of this land is in Riverside County, but CVWD also extends into Imperial and San Diego Counties.

CVWD was formed in 1918 under the State Water Code provisions of the County Water District Act (Water Code § 30000 *et seq.*). A governing board of five members is elected from five general divisions for terms of four years each.

CVWD Administration office is located at 75-515 Hovley Lane East, Palm Desert, California 92211. CVWD’s Coachella office is located at 51-501 Tyler Street, Coachella, California 92236. CVWD’s Operations office is located at 75-525 Hovley Lane East, Palm Desert, California 92211.

1.2 Project Description

CVWD’s Engineering Department is requesting formal proposals from Respondents to prepare final plans, specifications, and cost estimates for the Avenue 66 Trunk Sewer Design (Project). The Project work scope includes utility research, survey, potholing, right-of-way research and acquisition of necessary pipeline easements (including preparation of legal descriptions and plats), geotechnical services, identification of alternatives and preferred pipeline alignments, final design documents, specifications, cost estimates, and permits for:

1. Proposed offsite improvements include a new sewer lift station, 14,100 linear feet of 8-inch and 10-inch diameter gravity sewer pipeline along portions of Echols Road, Ave 66, and Martinez Road. The 10-inch gravity main will connect to CVWD’s existing 18-inch sewer system along Polk Street via an existing 12-inch VCP stub out. This system is expected to include 50-manholes.
2. A new sewage lift station would be constructed east of Sunbird Mobile Home Park, along Echols Road and Harrison Street just north of Avenue 66. From there, 1,300

linear feet of 6-inch diameter force main would be constructed along Harrison Street towards Avenue 66 to connect to the 8-inch gravity main.

3. The design effort needs to include onsite improvements and laterals needed to convey flows from the Sunbird Mobile Home Park and Torres-Martinez Community Center to the offsite sewer main. Approximately 1,175 feet of onsite pipelines for Sunbird Mobile Home Park and approximately 3,100 feet for Torres-Martinez Community Center to connect to the offsite sewer system. Onsite improvements also includes abandonment of 25 septic tanks. Please refer to the **attached exhibit** for the project limits.

CVWD recently completed a Preliminary Engineering Report (PER) and **Environmental Documentation** in September 2021 for the Sunbird/ Martinez Sewer Consolidation Project, **copy of the PER attached**, **Environmental Documentation will be provided to the awarding consultant**. The PER identified expanding CVWD's existing sanitary sewer collection system to serve the Sunbird Mobile Home Park and Torres-Martinez Community Center. Sunbird Mobile Home Park will be served by an 8-inch pipeline constructed along Echols Road. A new lift station at the intersection of Echols Road and Harrison Street will discharge to an 8-inch gravity pipeline in Avenue 66 through a 6-inch force main. The Avenue 66 trunk line will extend from Harrison Street to Tyler Street, where it will increase in size from 8-inch to 10-inch. From Tyler Street, the 10-inch trunk line will continue to Polk Street where it will connect to an existing 18-inch pipeline. In addition, 8-inch stub-outs will be constructed along the proposed alignment(s) for future connections to three Polanco Parks. The existing Polk Street sewer pipeline is tributary to the existing Lift Station 55-21 (LS 55-21) and discharges to Water Reclamation Plant No. 4 (WRP-4). Torres-Martinez Community Center will also be served by an 8-inch gravity pipeline located in Martinez Road. The gravity line will connect with the Avenue 66 trunk line at the Martinez Road intersection. The Project also includes on-site construction at both Torres-Martinez Community Center and Sunbird Mobile Home Park to abandon existing septic systems and connect homes directly to the new collection system.

The project will construct approximately 15,400 linear feet of offsite sewer pipelines, 4,300 linear feet of onsite pipelines, a lift station, and 117 connections to CVWD's sanitary sewer collection system. The proposed sewer pipelines will be constructed along portions of Echols Road, Harrison Street, Avenue 66 and Martinez Road. A brief summary of the proposed work effort is described below:

Final Design Services:

- Perform design topographic surveys, utility research, and potholing for the preferred sewer alignments
- Prepare final construction documents, including final plans and specifications
- Prepare legal descriptions and plats for the pipeline easements
- Negotiate and acquire the necessary pipeline easements and right-of-way. Also, clear property title issues as needed in order to obtain title insurance.
- Prepare construction cost estimates
- Obtain all permits needed for construction
- Provide support for the processing of State and/or Federal funding applications
- Provide bid support

1.3 Project Schedule

CVWD intends to award this project on 01/24/2024 (subject to Board approval), anticipating completion by 06/30/2024.

Respondents to this RFP must be able and willing to commit the necessary resources to complete the project within this timeframe.

1.4 Purpose

This Project is intended to extend CVWD's sewer collection system to serve Sunbird Mobile Home Park and Torres-Martinez Community Center as they currently rely on septic systems. The Project is configured to directly benefit SDACs while providing the backbone to benefit additional DACs in the long-term. CVWD will rely upon external local, state, and federal funding sources for the construction of these improvements. As a result, the contract documents must incorporate the various requirements contained in the funding agreement, **copy of the executed Funding Agreement attached.**

1.5 Pre-Proposal Meeting.

CVWD will conduct a [non-mandatory] pre-proposal meeting at the **the Microsoft Teams Meeting** on 12/07/2023 at 10:00 am

[Click here to join the meeting](#)

Meeting ID: 284 359 412 424

Passcode: ZR5k7y

Download Teams | Join on the web

Or call in (audio only)

+1 323-484-5815,,724182493# United States, Los Angeles

Phone Conference ID: 724 182 493#

Find a local number | Reset PIN.

2. Scope of Required Services

2.1 Summary of Services

The following provides an outline of the scope of services to be provided to CVWD:

Please refer to the Scope of Services attached hereto as Attachment "1".

Although the full scope of work shall be negotiated in a Professional Services Agreement, a copy of which is attached hereto as Attachment "3," the Respondent will be

expected to fulfill, at a minimum, the services and technical requirements described in the Scope of Services attached hereto as Attachment "1."

3. **Schedule of Events**

Estimated Timetable for Reviewing and Evaluating Proposals:

1.	RFP Release	11/20/2023
2.	Pre-Proposal Meeting	12/07/2023
3.	Pre-Proposal Requests for Clarification Due	12/14/2023
4.	Proposal Due Date	01/05/2024
5.	Anticipated Final Selection	01/24/2024
6.	Complete Contract Negotiation	01/12/2024
8.	Notice to Proceed/ Project Start	01/25/2024

The dates listed above are estimates only and are subject to change in CVWD's sole discretion.

4. **Proposal Requirements**

4.1 **Proposal Format**

Respondent's Proposal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. Respondents are directed to make their Proposal as concise as possible. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Respondent.

Proposals shall be submitted electronically through the PlanetBids website. Proposals shall include the following items and be organized in the order specified below.

The following items shall be packaged into a single electronic file in ".pdf" format:

- a) **Table of Contents.**
- b) **Transmittal Cover Letter.** Include Respondent's legal name, background, and contact person, including corporate office and local office address, city, state, zip code, telephone number, fax number, web site address, and e-mail address.
- c) **Executive Summary.** Summarize the content of your firm's Proposal in a clear and concise manner. Proposals will only be accepted if submitted by a single firm or entity. Proposals shall not be jointly submitted by two separate individuals or entities.
- d) **Personnel.** Names and specific qualifications, experience, skill set fit, and appropriate licenses held, if applicable, of the primary staff to be assigned to the project.

- e) Understanding of Project. A detailed description of Respondent's approach to the project (see Scope of Services).
- f) References. Provide five (5) references regarding the Respondent's experience and performance performing similar services. Include the following information: (1) Organization contact name, phone number, e-mail address; and (2) Project size and description, if applicable, and description of services.
- g) List of Representative Projects. List of representative projects undertaken by Respondent in the last 5 years demonstrating experience in each category of the project.
- h) Disclosure of Claims/ Lawsuits.
 - i. Disclose whether any lawsuits against your firm which concern breach of contract, professional negligence, errors and omissions, malpractice, improper practices, or ethics violations have been filed in court or arbitration arising out of your services in the past five years.

If any, on a separate sheet of paper identify the claim(s)/lawsuit(s) by providing the date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). Are there any current claims against your firm that, should you lose the claim(s), would adversely affect your firm's financial position or your firm's ability to meet your obligations if awarded a contract pursuant to this RFP? If so, please explain.
 - ii. Disclose whether your firm has made any claim against a public agency which concerns work performed by your firm pursuant to a contract or payment for a contract and filed that claim in court or arbitration in the past five years.

If any, on a separate sheet of paper identify the claim(s) by providing the date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). Are there any current claims against your firm that, should you lose the claim(s), would adversely affect your firm's financial position or your firm's ability to meet your obligations if awarded a contract pursuant to this RFP? If so, please explain.
- i) Cost Proposal. Include a detailed cost proposal for each phase of work inclusive of all anticipated travel, per-diem, and other incidental costs and charges. It is anticipated that a not-to-exceed dollar limit will be negotiated with the successful Respondent. Costs shall be broken down by task.
- j) Iran Contracting Act Certification. Respondents must complete the Iran Contracting Act Certification, attached hereto as Attachment "2."

- k) No Deviations from the RFP. CVWD will not consider any deviation from this RFP. In submitting a proposal in response to this RFP, Respondent is certifying that it takes no exceptions to this RFP including, but not limited to the Professional Services Agreement attached hereto as Attachment "3." Respondent is directed to carefully review the proposed Professional Services Agreement and, in particular, the insurance and indemnification provisions therein.

4.2 Submittal Instructions

To be considered, CVWD must receive the Proposal through PlanetBids no later than **2:00 p.m. local time on January 05, 2024.**

Proposals must be submitted through PlanetBids for consideration. No other method of submitting proposals will be accepted. Respondents may not submit proposals by fax, email, telephone or other means; any proposals received through any means other than PlanetBids will be returned unopened.

Respondents are solely responsible for the "on time" submission of their electronic proposal. CVWD will only consider proposals that have transmitted successfully and have been issued a confirmation number with a time stamp from PlanetBids indicating that the proposal was submitted successfully. Transmission of proposals by any other means will not be accepted. Respondents shall be solely responsible for informing themselves with respect to the proper utilization of the online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Respondent to successfully submit an electronic proposal shall be the Respondent's sole risk, and no relief will be given for late and/or improperly submitted proposals.

Respondents experiencing any technical difficulties with the proposal submission process may contact PlanetBids Support at 818-992-1771. If you continue to have difficulty, call CVWD Purchasing Department at 760-398-2661. Neither CVWD, nor PlanetBids, make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the proposal submission date and/or time.

5. Insurance Requirements

The applicable insurance requirements are described in Article 8 of the Professional Services Agreement, attached hereto as Attachment "3." By submitting a Proposal, Respondent acknowledges that it has reviewed the insurance provisions and takes no exceptions to this language.

The successful Respondent shall submit all required proof of insurance forms prior to issuance of a Notice to Proceed.

5.1 Requests for Clarifications

All questions and requests for interpretations or clarifications, either administrative or technical, must be submitted in writing to CVWD through PlanetBids by selecting the Q&A Tab. Questions sent directly to CVWD Staff will not be addressed and you will be directed to submit your question(s) online.

All questions properly submitted will be answered in writing through PlanetBids. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received through PlanetBids by 4:00 p.m. local time on 12/14/2023.

6. Evaluation Process

6.1 Evaluation Criteria

Proposals that meet the submittal requirements will be evaluated by CVWD based on the following criteria (in no particular order):

- a) Quality and comprehensiveness of the Proposal (10%).
- b) Qualifications of the firm and past performance on similar projects with CVWD and/or other public agencies (15%).
- c) Specific qualifications, experience, skill set fit, and appropriate licenses, if applicable, of the primary staff proposed for the work (25%).
- d) Project approach and suitability to CVWD's needs (20%).
- e) Costs and man hours (30%).

Respondents should note that the lowest cost proposal is not the sole determining factor in the CVWD's evaluation.

At the conclusion of the Proposal solicitation period, CVWD will review each submission and perform any other investigation it deems appropriate, and then rank the Proposals according to evaluation criteria. Based on the rankings, CVWD may, at its sole discretion, invite a short list of Respondents to participate in interviews and/or demonstrations. If interviews and/or demonstrations are conducted, the evaluation panel will evaluate the short listed Respondents based on the information provided in the Proposal, the results of CVWD's research and investigation, and the interview and/or demonstration and recommend the Respondent who ranked highest. No Respondent shall be entitled to or otherwise guaranteed an interview with CVWD.

6.2 Award of Contract

Upon determination of the highest ranked firm, CVWD will endeavor to negotiate a mutually agreeable scope of services and fee with the selected firm. In the event that CVWD is unable to reach agreement, CVWD will proceed, at its sole discretion, to negotiate with the next firm selected by CVWD.

If awarded, the contract will be awarded to the firm selected on the basis of information provided in the Proposal, the results of CVWD's research and investigation, and, if conducted, oral interviews.

CVWD reserves the right to reject all proposals and to contract for services in the manner that most benefits CVWD including awarding more than one contract if desired.

7. General Provisions

Respondent is encouraged to review this RFP carefully in its entirety prior to preparation of its Proposal. CVWD reserves the right to reject any or all Proposals or to select the Proposal most advantageous to CVWD. CVWD reserves the right to verify all information submitted in the Proposal which includes but is not limited to any other investigation it deems appropriate.

7.1 Addenda to RFP. CVWD reserves the right to amend the RFP or issue addenda to answer questions for clarification.

7.2 No Commitment to Award. Issuance of this RFP and receipt of proposals does not commit CVWD to award a contract. CVWD expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Respondent concurrently, or to cancel all or part of this RFP.

7.3 Amendments to Proposals. No amendment, addendum or modification will be accepted after the deadline stated herein for receiving Proposals. Respondent may modify or amend its Proposal only if CVWD receives the amendment prior to the deadline stated herein for receiving Proposals.

7.4 Non-Responsive Proposals. A Proposal may be considered non-responsive if incomplete or if it contains conditions, alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.

7.5 Late Proposals. CVWD will not be responsible for delinquent proposals, technical difficulties with PlanetBids, and/or Respondent's inability to submit the Proposal before the closing date and time through PlanetBids.

7.6 Costs for Preparing. CVWD will not compensate any Respondent for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of CVWD. CVWD will retain all Proposals submitted and may use any concept or information in a Proposal regardless of whether that Proposal is selected.

7.7 Alternative Proposals. Only one final proposal is to be submitted by each Respondent. Multiple proposals will result in rejection of all proposals submitted by the Proposer.

7.8 Public Documents. All Proposals and all evaluation and/or scoring sheets shall be available for public inspection at the conclusion of the selection process. If any information in a Proposal is claimed to be confidential by the Respondent, and such information is clearly identified in the Proposal as confidential, along with a statement of the basis of the claim, then a copy of any Public Records Act request or other request for disclosure of the information will be sent to the Respondent. At its sole cost and expense, the Respondent may seek, within the required timeframe for disclosure, to enjoin the production of the information it claims to be confidential. The Respondent must defend, indemnify and hold harmless CVWD for any costs associated with withholding the information.

7.9 No Exceptions. Submission of a Proposal constitutes acceptance by Respondent of the conditions contained in this RFP. No exceptions will be considered.

7.10 Withdrawal. Respondent's authorized representative may withdraw its Proposal

by invalidating its Proposal in PlanetBids before the Submittal Deadline. After the Submittal Deadline, if it is in the best interest of CVWD, the Director of Engineering, in its sole discretion, may consider whether to grant a Respondent's request to withdraw its Proposal and will evaluate any impact on the Respondent's bid bond, if applicable.

ATTACHMENT 1

SCOPE OF SERVICES

The Project is intended to extend CVWD's sanitation system to directly serve the Sunbird Mobile Home Park and the Torres-Martinez Community Center located along Aveue 66 and Martinez Road in the unincorporated area of Riverside County located east of the City of Coachella. Separate plan sets, specifications, cost estimates, etc., are required for the trunk sewer design.

The **minimum** scope of services is described below:

Task 1 – Project Management

- Plan, coordinate, and manage the work plan in order to achieve Project goals within the approved budget and schedule.
- Effectively communicate project status, budget, and schedule via e-mail, phone, and meetings.
- Prepare meeting agendas, conduct **biweekly** progress meetings, and prepare meeting minutes through Project completion.
- Provide direct supervision and quality control/quality assurance over work product of staff and sub-consultants.

Task 2 – Utility Research, Potholing, and Geotechnical Investigation

- Consultant shall provide aerial topographic and field survey of Project area and create a topographic base file for use in the project design and contract document preparation.
- The survey shall be provided in California Coordinate System CCS83, Zone 6 state plane coordinate, NAVD88. At a minimum, the survey shall include the following:
 - Setting of construction benchmark(s) for listing on plans (northing, easting, elevation, description),
 - Location of property lines, washes, etc.
 - Location of relevant roadway features including edge of pavement, curb and gutter, and roadway centerline,
 - Location and labeling of all above-ground and below ground features within the Project area,
 - Location of existing connection points to the existing water distribution schematics with associated appurtenances,
- Coordination for the location of underground utilities including potholing (assume **30** potholes) and indicate the type and location of both underground and above ground utilities based on available information.
- Geotechnical investigation at **8** key locations total to be determined by the consultant. The bores should be at least 30 feet deep, minimum.
- Report must include recommendations on dewatering of open trenches, corrosion, trench design, directional drilling considerations, and feasibility of jack and bore operations for the sewer pipeline.

Task 3 – Right-of-Way Research

- Portions of the Project are anticipated to be located on Tribal lands of the Torres-Martinez Desert Cahuilla Indians (such as the pipeline along Martinez Road). Easements may be needed for CVWD facilities located within Tribal property. Consultant shall analyze existing

Riverside County road rights-of-way, and affected private parcels to determine preferred sewer pipeline alignments that minimize easement acquisitions, impacts, cost, etc.

- Obtain and review preliminary title reports to develop preferred pipeline alignments. Tribal property will require the review of Bureau of Indian Affairs (BIA) issued Title Status Reports (TSR) to determine if Tribal allottee/BIA rights are required.
- Identify liens, encumbrances, etc., on parcels for proposed easements needed for the preferred alignment.
- Any easement acquisition that may cause project delays will be identified. Consultant shall develop potential solutions to eliminate or minimize these impacts.
- Using record data, an assessment of impacts including costs will be documented in a right-of-way impact report. The right-of-way impact report will accurately describe all right-of-way impacts for the alternate and preferred proposed alignments for both water and sewer pipelines.
- Prepare a draft and final Right-of-Way Impact Report with exhibits. Present recommendations to CVWD for review and comment.

Task 4 – Preliminary Alignment Recommendations

- Consultant shall prepare a Technical Memo outlining alternative and preferred pipeline alignments for sewer pipelines.
- Based on the recommendations contained in the TM and the approved environmental documents, the Consultant shall develop a preliminary cost estimate for the Project.
- Present findings and recommendations in a workshop with CVWD staff.
- Address CVWD comments and prepare a revised TM with updated cost estimates.

Task 5 – Easement Acquisition

- It is expected that the pipeline(s) will require the acquisition of permanent utility easements along a portion of the preferred alignment. Federal funding may be utilized so all acquisitions must be performed pursuant to Federal Uniform Relocation Act (URA) regulations.
- Prepare legal descriptions and exhibits for the acquisition of the affected parcels, (consult with BIA on submittal requirements).
- Upon finalization of an alignment and the legal descriptions, the Consultant shall utilize CVWD's template and mail certified return receipt or FedEx the Notice of Decision to Appraise letters to all property owners giving them notice to attend the appraisal visit. (consult with BIA on its federal regulation requirements for right-of-way acquisition).
- Obtain appraisal reports, including an appraisal summary, as needed for all acquisitions; obtain review appraiser approval per the URA (consult with BIA on appraisal requirements).
- Utilize CVWD template and mail certified return receipt or FedEx the Offer letters to all property owners offering the appraised compensation amount, (consult with BIA on its federal regulation requirements for right-of-way acquisition).
- If rights are necessary on Tribal property, Consultant shall follow the BIA process to obtain the rights. A copy of the BIA's process and requirements is included as an attachment to this RFP. Consultant shall confirm the BIA requirements are current and understood.
- Conduct easement negotiations and acquisition on behalf of CVWD in conformance with state and federal URA funding agency requirements.

- Consultant shall be responsible for all easement/right-of way acquisitions, including clearing title issues (Consultant shall not delay this clearing and must not defer or rely on the escrow officer to perform), obtaining lender and lessee consents, , subordinations or reconveyances, code violations, court actions/judgements, liens, and coordinating matters with the title and escrow company, including but not limited to the following:
 - Obtain and review preliminary title reports (PTRs) and TSRs for all affected parcels that require easements. PTRs and TSRs to be updated as needed so they are within 30 days of the signing of the easement documents. There shall be no additional costs for said updates.
 - Plot all existing easements and encumbrances from PTRs and TSRs on all affected parcels and advise of any conflicts or concerns and how Consultant proposes to clear them and the timeframe to do so.
 - Coordinate the approved signature blocks with title company and property owner including obtaining and verifying documents that provide proof of the easement and lender/lessee consent signer's capacity to sign on the owner's and entity's behalf. This may include an operating agreement, trust documents, or other.
 - Consultant will obtain a "proforma" title policy on the easement footprint and provide a written abstract detailing recommendations of each Schedule "B" title exception that requires consents, removal or that may interfere with the proposed CVWD easement. Consultant to communicate directly with the title company on any title clearance matters. Title clearance subject to CVWD approval.
 - Consultant shall coordinate escrow with the escrow officer, title officer, CVWD and property owner.
 - Consultant shall advise the title company that CVWD will obtain an ALTA Owner's Policy (6/17/06) upon recording of the easement; CVWD will be invoiced directly for this final policy.
- Preparation of easement acquisition documents and agreements utilizing CVWD templates
- Consultant to prepare a tracking spreadsheet of easement steps and milestones and provide to CVWD weekly and may require biweekly or weekly conference calls to discuss progress being made.
- Consultant to prepare the Right-of-Way Certification for URA compliance.

Consultant shall include their detailed approach to obtaining the required pipeline easements as part of the proposal, including all assumptions and demonstrate their understanding of the URA and BIA processes.

Task 6 – Final Design and Construction Documents

- Consultant shall prepare 60%, 90%, and 100% plans and specifications for CVWD review and approval. Workshops shall be conducted for each design submittal.
- Consultant shall identify potential constraints or issues that may affect pipeline alignment, project cost, and/or schedule, such as easement issues, permitting, etc. Also, prepare a pothole plan with locations of recommended potholes as part of the 60% design effort.
- Constructability issues, i.e., methods of construction, groundwater, material availability, etc., must be part of the design consideration.

- A design review workshop will be conducted by the consultant with the CVWD team and stakeholders at the 60% level of completion. Minimum requirements for the 60% design submittal will include a complete set of plans with completion of potholing and updated pipe alignment, profiles, technical specifications, and an updated construction cost estimate.
- Comments from the 60% Design Review Workshop will be documented and distributed to the team. These comments will be incorporated into the 90% design effort.
- At the completion of the 90% design effort, the Consultant will conduct a 90% Design Review Workshop with the CVWD team and stakeholders. Deliverables for this workshop will be the specifications, 90% design plans, updated quantity estimate, construction bid documents, and an updated construction cost estimate.
- Comments from the 90% Design Review Workshop will be documented and distributed to the CVWD team and stakeholders. The Consultant shall incorporate any necessary revisions to the 90% design plans and construction bid documents. These documents will form the basis of the 100% Final Design and Construction Documents.
- The 100 % design shall include the resolution of all review comments. The design documents will be sufficient for bidding the project for construction. The Engineer will also submit all of the electronic files in AutoCAD format and a full set of final design calculations for all facilities as part of the 100 % submittal.

Task 7- Permit Assistance

The Consultant shall be responsible for obtaining all permits necessary to construct the Project, including permits from Riverside County and any environmental permits needed. This task excludes preparation of a SWPPP or PM10 plan (to be provided by the contractor).

Task 8 – Bid Phase Assistance

The Consultant shall support and assist CVWD in the bid process, including contractor outreach to promote awareness of the project, lead the pre-bid meeting, and address any questions raised by contractors during the bid period. Bid review will be provided by the consultant to support award of a construction contract. **Assume a total of 60 hours of bid support for the sewer plans.** Tasks may include:

- Modifying key sections in CVWD's front end documents (to be provided by CVWD's Project Manager)
- Provide Final Schedule of Pay Items.
- Assemble a bid-ready package.
- Attend a Pre-Bid Conference and assist CVWD in conducting the conference.
- Prepare addenda to interpret, clarify, and amend the Contract Documents.
- Answer technical questions from contractors during the bidding period.
- CVWD will advertise the bid package through Planet Bids and will review and tabulate all bids. CVWD's Project Manager will prepare a Board Action Item to award the construction contract.
- Once the contractor has been selected and approved by the Board, the Engineer will prepare and submit **six** sets of Conformed Documents.

Task 9 – Funding Assistance

CVWD has received grant funding totaling \$10,081,088 from the California State Water Resources Control Board (SWRCB) through the Clean Water State Revolving Fund (CWSRF)

Construction Grant. The funding agreement requirements include signage, adherence to schedule, reports, and special conditions. **A copy of the executed Funding Agreement is attached.**

Consultant shall provide support for CVWD's loan and grant funding activities. This may include preparation of exhibits, providing data, plans, cost estimates, etc. Consultant shall allocate up to **60 hours of funding assistance support.**

Task 10 – Environmental Support

Consultant shall provide support, i.e., project description, exhibits, etc., to CVWD's environmental consultant for the preparation of environmental phase II documents for the portion of sewer pipeline along Torres Martines Road and within Avenue 66, between Polk Street and Tyler along 57th Avenue.

Key Project Deliverables, Project Schedule, and Construction Cost Estimate

Following is the list of key project deliverables:

- Kick off meeting with CVWD
- Preliminary Alignment Recommendation Technical Memorandum
- Three Design Review meetings with CVWD
- Records/Utility research
- Geotechnical Investigation/report
- Pothole report
- Preliminary Title Reports and Title Status Reports
- Title clearance written abstract.
- Easement documents, including legals plats, and appraisals.
- Easement and title tracking spreadsheet with milestones and progress noted
- Pipeline easements as required
- Cost estimates at 60%, 90%, and 100% plan completion
- Final construction documents (including plans and specifications)

INSERT SCOPE OF WORK

ATTACHMENT 2
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal, or executing a contract or renewal for a public entity contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination, and three-year ineligibility to bid on contracts. (Pub. Cont. Code § 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

ATTACHMENT 3
COACHELLA VALLEY WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT

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 INSERT CONSULTANT NAME, a INSERT CONSULTANT TYPE (e.g., CORPORATION, LIMITED LIABILITY COMPANY, ETC. ("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 INCLUDE A DESCRIPTION OF WHAT THE DESIRED SERVICES (E.G. PROFESSIONAL ENGINEER).

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 **[**INSERT DATE**]** to **[**INSERT DATE**]**, unless earlier terminated as provided herein. **[**INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, OPTIONAL RENEWAL NOT TO EXCEED FOUR CONSECUTIVE YEARS; OTHERWISE, ALWAYS DELETE:** CVWD shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than **[INSERT NUMBER]** additional one-year terms. If the parties are unable to reach an agreement, CVWD, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.****]**

1.3 Task Orders. CVWD, through its General Manager, or in his absence, his delegate (collectively "Authorized Persons"), may, from time to time, make changes or authorize certain

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

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

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

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

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

1.7 Delays in Performance.

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

(b) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to

resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

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

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

ARTICLE 2

Payment for Services Rendered/Reimbursement

2.1 Payment for Services Rendered. CVWD shall compensate Consultant for the Services performed pursuant to this Agreement in the amount set forth on the schedule attached hereto as Exhibit "D" and by this reference incorporated herein. In no event shall the total amount paid for Services rendered by Consultant under this Agreement exceed the sum of \$INSERT NOT TO EXCEED AMOUNT without a written amendment.

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. INSERT CONSULTANT REPRESENTATIVE (“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. INSERT CVWD REPRESENTATIVE is hereby designated as the representative of CVWD and except as otherwise provided herein authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

ARTICLE 7

Work Product

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

ARTICLE 8

Insurance

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

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

ARTICLE 9

Indemnification

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

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

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

ARTICLE 10

General Provisions

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

CVWD:

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

CONSULTANT:

INSERT CONSULTANT INFORMATION

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.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN COACHELLA VALLEY WATER
DISTRICT AND
[INSERT CONSULTANT NAME]**

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

“CONSULTANT”

INSERT CONSULTANT NAME

By:

Name:

Its:

“CVWD”

COACHELLA VALLEY WATER DISTRICT, a
public agency

By:

Name:

Its:

EXHIBIT LIST

EXHIBIT "A" SCOPE OF SERVICES

EXHIBIT "B" PROFORMA TASK ORDER

EXHIBIT "C" PERFORMANCE SCHEDULE

EXHIBIT "D" COMPENSATION

EXHIBIT "E" INSURANCE REQUIREMENTS

EXHIBIT “A”

SCOPE OF SERVICES

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: _____

TASK ORDER NO. _____

- C. Time to Perform Services Listed Herein.

EXHIBIT “C”
PERFORMANCE SCHEDULE

EXHIBIT “D”
COMPENSATION

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