

COACHELLA VALLEY WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT

This **Professional Services Agreement** ("Agreement") is entered into this **[**INSERT DAY**]** day of **[**INSERT MONTH**]**, 20[] by and between **Coachella Valley Water District**, a public agency ("CVWD") and **[**INSERT CONSULTANT NAME**]**, a **[**INSERT CONSULTANT TYPE**]** ("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**]**.

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 it will perform the Services as set forth herein in a competent, professional and satisfactory manner.

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.**]**

[USE THE FOLLOWING LANGUAGE ONLY IF THERE WILL BE A SET SCHEDULE OF ACTIVITIES SET FORTH IN EXHIBIT "A" AND YOU WILL NOT USE TASK ORDERS TO AUTHORIZE WORK.]

(a) Consultant shall complete the Services within the term of this Agreement, and in accordance with the schedule set forth on Exhibit "A."

(b) 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.

[USE THE FOLLOWING LANGUAGE IF YOU WILL USE TASK ORDERS TO AUTHORIZE WORK. OTHERWISE DELETE.]

(c) Task Orders. CVWD, 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 "D" 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.

1.3 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 Services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

1.4 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.

1.5 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 "B" 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.

2.2 Billing Procedure.

(a) If applicable to this Agreement, Consultant shall, on a monthly basis, submit 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 Rates. Consultant is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. 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, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

5.2 Registration. Effective March 1, 2015, 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. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

5.3 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'S REPRESENTATIVE] ("Consultant's 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 Consultant's 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's Representative is unacceptable, Consultant shall submit alternate candidates until CVWD determines that substitute Consultant's 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") 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 "C" 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 indemnify and hold CVWD, its Board, members of the Board, employees, and authorized volunteers 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 alleged 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 consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

In addition, Consultant shall defend, with counsel of CVWD's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against CVWD or its Board, members of the Board, employees, and authorized volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against CVWD or its Board, members of the Board, employees, and authorized volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse CVWD for the cost of any settlement paid by CVWD or its Board, members of the Board, employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for CVWD's attorneys' fees and costs, including expert witness fees. Consultant shall reimburse CVWD and its Board, members of the Board, employees, and/or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CVWD, its Board, members of the Board, employees, or authorized volunteers.

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:

Coachella Valley Water District:

P.O. Box 1058
Coachella, CA 92236
Attn: J.M. Barrett, General Manager

CONTRACTOR:

[**INSERT ADDRESS
INSERT ADDRESS**]
Attn: [**INSERT NAME**]

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 Notification. In the event of a problem or potential problem that could impact the quality or quantity of 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.

10.3 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.

10.4 Compliance with Applicable Laws. Consultant shall, in the performance of this Agreement, comply with all federal, state and local laws and regulations and orders issued under any applicable law.

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

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

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

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

10.9 Independent Contractor. The Consultant shall act as an independent contractor in the performance of the services provided for in this Agreement and shall furnish such services in Consultant's own manner and method and in no respect shall Consultant be considered an agent or employee of CVWD, maintaining complete control over all men and operations. No provisions of this Agreement shall be intended to create a partnership or joint venture between Consultant and CVWD and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement.

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. 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 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.

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

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

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

10.16 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

10.17 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.

10.18 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.

10.19 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.

10.20 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.

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

10.22 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.

10.23 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.

10.24 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.

10.25 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]

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

**COACHELLA VALLEY WATER
DISTRICT**

[INSERT CONSULTANT NAME]:

By: _____

By: _____
(Authorized Representative of Consultant)

Printed
Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT LIST

EXHIBIT "A" SCOPE AND SCHEDULE OF SERVICES

EXHIBIT "B" SCHEDULE OF COMPENSATION (CONSULTANT'S PROPOSAL)

EXHIBIT "C" INSURANCE REQUIREMENTS

EXHIBIT "D" TASK ORDER

EXHIBIT "A"
TO
PROFESSIONAL SERVICES AGREEMENT
SCOPE AND SCHEDULE OF SERVICES

EXHIBIT "B"
TO
PROFESSIONAL SERVICES AGREEMENT

SCHEDULE OF COMPENSATION (CONSULTANT'S PROPOSAL)

[**INSERT COMPENSATION SCHEDULE IF DIFFERENT FROM OR NOT INCLUDED IN PROPOSAL – OTHERWISE DELETE THE FOLLOWING**]

Final Compensation Schedule & Reimbursable Expenses

1.0 Hourly Compensation Rates

Position/Title

Hourly Rate

2.0 Reimbursable Expenses

[INSERT ANY AUTHORIZED REIMBURSABLE EXPENSES AS NEGOTIATED]

END OF EXHIBIT B - SCHEDULE OF COMPENSATION

EXHIBIT "C"
TO
PROFESSIONAL SERVICES AGREEMENT

INSURANCE REQUIREMENTS

1. Time for Compliance. Consultant 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 it has provided evidence satisfactory to CVWD that the subconsultant has secured all insurance required under this Section.
2. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement, or as otherwise provided herein, insurance against 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 the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
 - (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) Professional Liability/Errors and Omissions Liability Insurance appropriate to their profession. The policies shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26); or (2) cross liability for claims or suits by one insured against another.
 - (B) Minimum Limits of Insurance. Consultant and all subconsultants shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1 million per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation in not less than statutory limits, Employer's Liability limits of \$1 million per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions*: an amount not less than \$5 million per occurrence or claim and in the aggregate. If this contract is for services that do not involve geotechnical engineering, surveying or the preparation of design or construction documents, the limit may be reduced to \$2

million per occurrence or claim and in the aggregate with written approval from CVWD. All subconsultants shall have professional liability insurance with the same limits (Additional requirements for Professional Liability/Errors and Omissions Insurance written on a "claims made" basis are set forth below.) CVWD reserves the right to require a project-specific endorsement. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

- (C) 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 Agreement 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 payments. In the alternative, CVWD may suspend or terminate this Agreement.
3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by CVWD to add the following provisions to the insurance policies:
- (A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, CVWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects CVWD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage 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. Any insurance or self-insurance maintained by CVWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
 - (B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) CVWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant

is responsible; and (2) the insurance coverage shall be primary insurance as respects CVWD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by CVWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against CVWD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to include the following provisions:

- (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by mail has been given to CVWD.
- (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to CVWD and any other additional insureds.
- (iii) standard separation of insureds provisions.
- (iv) no special limitations on the scope of protection afforded to CVWD, its directors, officials, officers, employees, agents, and volunteers.
- (v) waive any right of subrogation 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.

4. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by CVWD. Consultant shall guarantee that, at the option of CVWD, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CVWD, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

5. Claims Made Policies. Claims made policies are not acceptable for any insurance other than Professional Liability insurance. In addition to the requirements above, for any claims made policy:
 - (A) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - (B) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - (C) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
6. Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to CVWD that the subconsultants have secured all insurance required under this Section. If requested by Consultant, CVWD may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and CVWD shall be named as additional insureds on all subconsultants' policies of Commercial General Liability Insurance.
7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to CVWD.
8. 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 and endorsements for each insurance policy 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.
9. 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 circumstances.

END OF EXHIBIT C - INSURANCE REQUIREMENTS

EXHIBIT "D"
TO
PROFESSIONAL SERVICES AGREEMENT
TASK ORDER

COACHELLA VALLEY WATER DISTRICT
PROFESSIONAL SERVICES CONTRACT
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. Pursuant to Section 1.2 of the Agreement, CVWD hereby authorizes 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. Consultant shall perform the services listed in Paragraph 1 above pursuant to the schedule set forth on Exhibit "1."

4. 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.

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

[INSERT CONSULTANT NAME]

COACHELLA VALLEY WATER DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

EXHIBIT "1"
TO
TASK ORDER NO. []

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