

## PROFESSIONAL SERVICES CONTRACT

**THIS PROFESSIONAL SERVICES CONTRACT** (this "Contract") is entered into and is effective as of **February 8, 2023** (the "Effective Date") by and between Carpinteria Valley Water District ("CVWD") and **<Consultant>** ("Consultant"). CVWD and Consultant are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**WHEREAS**, CVWD desires certain services hereinafter described and Consultant is qualified and desires to provide such service.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the promises and the mutual covenants of the Parties contained in this Contract, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

### **SECTION I** **SCOPE OF SERVICES**

- 1.1 **Services, Defined.** Consultant shall provide the services as described in Appendix Two hereunto attached and by this reference made a part hereof (the "Services"). In the event that a conflict or contradiction is discovered between the proposal language and this Contract, this Contract shall prevail. The Services shall be performed by individuals as employees of the Consultant, as an independent consultant, and not by or as employees of CVWD.

### **SECTION II** **DUTIES OF CONSULTANT**

- 2.1 **Standards.** All work performed by Consultant or under it shall be rendered in accordance with the accepted practices and to the standards of Consultant's profession. The Services shall be performed by employees or agents of Consultant who are experienced and skilled in their business and in accordance with the standards of work in their respective professions. Consultant's findings, recommendations and professional advice shall be based on practices and procedures customary in its profession.
- 2.2 **Additional Work.** Consultant shall not undertake any work beyond the scope of this Contract unless such additional work is approved in advance and in writing by CVWD. The cost of such additional work shall be reimbursed to Consultant by CVWD on the same basis as provided in Section IV.
- 2.3 **Security and Safety.** If, in the prosecution of the Services, it is necessary to conduct field operations, security and safety of the job site will be the responsibility of Consultant, excluding, nevertheless, the security and safety of any facility of CVWD within the job site, but not under the control of Consultant. In providing the Services, Consultant shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the project. In the event that CVWD becomes aware of the presence of asbestos or hazardous material at the job site, CVWD shall be responsible for complying with all

applicable federal and state rules and regulations and shall immediately notify Consultant, which shall then be entitled to cease any of the Services that may be affected by such presence, without any liability to Consultant arising therefrom. Notwithstanding the generality of the foregoing, Consultant shall be liable for any hazardous materials that Consultant or anyone under its direction or control brings, deposits, spills, or releases on CVWD property.

- 2.4 Consultations. Consultant shall meet with CVWD personnel, or third parties as necessary, on matters connected with carrying out of the Services. Such meetings shall be held at the request of either Party. Review and CVWD approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this Contract.
- 2.5 Data. Consultant agrees that all data and information, including, without limitation, specifications, designs, drawings, reports, models and blueprints, generated in the performance of this Contract and data and information that are specified to be delivered or which are, in fact, delivered pursuant to this Contract (the “Documents”) shall be and remain the sole property of CVWD as “work made for hire.” To the extent, if any, that any portion of the Documents is not “work made for hire,” Consultant hereby irrevocably assigns any and all rights to the Documents under copyright and patent law to CVWD and agrees to reasonably assist CVWD in perfecting the same. Consultant shall deliver the Documents to CVWD upon CVWD’s request and in any event upon the completion of all work hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection thereof until such delivery. Except as otherwise provided in this Contract, Consultant shall deliver the Documents to CVWD without additional cost to CVWD. In the event the work is not completed due to termination of the Services, the completed portions thereof shall become the property of CVWD upon Consultant’s receipt of payment in full for the Services actually rendered under this Agreement.
- 2.6 Subcontracting. Performance of this Contract may not be subcontracted in whole or in part without the prior written consent of CVWD. Any subcontractors under this Contract with an estimated cost greater than \$1,000 shall not be awarded without CVWD’s prior written approval. Lists of proposed subcontracts and proposed subcontractors shall be submitted to CVWD.
- 2.7 Conflict of Interest.
- (a) Consultant shall not hire any officer or employee of CVWD to perform the Services under this Contract.
  - (b) Consultant affirms that to the best of his/her/its knowledge no actual or potential conflict exists between Consultant’s family, business, or financial interests and the Services provided under this Contract. In the event of change in private interests during the term of this Contract, or any question regarding possible conflict of interest, Consultant will bring the facts/questions to the attention of CVWD’s General Manager.

- (c) Consultant shall not be in a reporting relationship to a CVWD employee who is a near relative, nor shall a near relative be a CVWD employee in a decision-making position with respect to Consultant's performance under this Contract.
- (d) Consultant shall take such measures as are reasonably necessary in the performance of this Contract to prevent actual conflicts of interest. CVWD, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Contract in the event that such a conflict exists, provided that CVWD must first provide Consultant with written notice of the conflict.

2.8 Licensing. Prior to the commencement of Services and throughout the entire term of this Contract, Consultant (and as required under applicable law, Consultant Agents) shall, at its own cost and expense, secure and maintain in force and in full force and good standing any and all such licenses, permits, registrations, regulatory approvals, and governmental authorizations as are required by applicable law in connection with operating a business in the State of California and County of Santa Barbara and furnishing the Services (collectively, "Licenses"). For the avoidance of doubt, "required" in this paragraph means authorizations mandated by local, California, and/or federal law, and authorizations requested by any governmental entity with jurisdiction or oversight over Consultant. Consultant assumes all responsibility for being knowledgeable about, obtaining, maintaining, and timely renewing the Licenses. This obligation includes a duty to remain informed about new/amended laws and/or governmental approval requirements. Consultant is solely responsible for compliance with this paragraph and in no event shall CVWD be obligated to inform Consultant of the requisite Licenses. Consultant's failure to properly obtain and maintain the Licenses shall be deemed a material violation of this Contract and grounds for CVWD to terminate this Contract and seek any applicable remedies if the matter is not resolved within ten (10) business days.

### **SECTION III** **DUTIES OF CVWD**

- 3.1 Provision of Information. CVWD shall make available to Consultant all data and information in the possession of CVWD which CVWD deems necessary to the preparation of the Services, and CVWD shall actively aid and assist Consultant in obtaining such information from other agencies and individuals. Except as specifically provided in the definition of the Services, Consultant shall be entitled to rely upon the accuracy of data and information provided by CVWD or others without independent review or evaluation.
- 3.2 Review of Progress of Work. CVWD Management may authorize a staff person as a representative to confer with Consultant relative to Consultant's provision of the Services. The work in progress hereunder shall be reviewed from time to time by CVWD at the discretion of CVWD or upon the request of Consultant. If the work meets the Standards (as per section 2.1), it will be approved. If the work does not meet the Standards (as per section 2.1), CVWD will inform Consultant of the changes or revisions necessary to secure approval.

**SECTION IV**  
**FEES AND PAYMENTS**

- 4.1 Payment Schedule. Payment for the Services shall be made upon a schedule and within the limit or limits shown upon Appendix Two hereunto attached and made a part hereof, and such payment shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the Services. In the event that a conflict or contradiction is discovered between the proposal language and this Contract, this Contract shall prevail.
- 4.2 Statements. Unless otherwise specified in said Appendix Two, Consultant's fees shall be payable on monthly statements; such statements shall give a detail of time worked by each class of employee, services (or tasks) performed, and the itemized expenses incurred and accompanied by receipts for which billing is made and shall contain the following affidavit signed by a principal of the firm of Consultant:

"I hereby certify as principal of the firm of \_\_\_\_\_ that the charge of \$ \_\_\_\_\_ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Contract dated \_\_\_\_\_, 20\_\_\_\_, and has not been previously paid."

Compensation is clearly outlined in Appendix Two. This information includes rates by individual/title grouping, the not-to-exceed amount of the Contract, whether the payments will be periodic or paid in a lump sum, and a list of expenses for which the Consultant(s) will, or will not, be reimbursed.

**SECTION V**  
**CHANGES IN WORK**

- 5.1 Extra/Changed Work. CVWD may propose major changes in scope or character of the work, either decreasing or increasing the amount of the Services. Increased compensation for major changes shall be determined in accordance with schedule of fees included in with Appendix Two hereof, or as otherwise agreed to, in writing, between the Parties. Upon mutual agreement in writing, major scope changes will be attached in Appendix Two of this Contract.
- 5.2 Change of Schedule. In the event that major changes to the Services are required, the schedule for completion as stated in Appendix Two hereto will be adjusted by negotiation between Consultant and CVWD. Upon mutual agreement in writing, major schedule changes will be attached in Appendix Two of this Contract.
- 5.3 Change Authorization. No representative of CVWD, other than the General Manager, is authorized to obligate CVWD to pay the cost or value of services beyond the scope thereof as herein described.

**SECTION VI**  
**TIME OF BEGINNING AND SCHEDULE FOR COMPLETION**

- 6.1 Commencement of Work. Consultant shall begin the Services upon receipt of written Notice to Proceed from CVWD which said notice shall not be issued until after this Contract has been approved and authorized by CVWD.
- 6.2 Completion Schedule. The schedule for completion of the Services shall be as shown upon Appendix Two. Consultant shall complete the Services set forth in Appendix Two in accordance with the schedule for completion shown.
- 6.3 Suspension of Services. CVWD may, at any time and without cause, suspend all or a portion of the Services for a period of not more than ninety (90) days by notice in writing to Consultant. Consultant shall resume the Services on receipt from CVWD of a notice of resumption of services. Any change to the contract, price or time of completion sought by Consultant as a result of suspension hereunder, shall be processed as a change order under the provisions of Section V hereof.

**SECTION VII**  
**DELAYS AND EXTENSIONS**

- 7.1 Delays. In the event Consultant is delayed in performance of the Services by circumstances beyond its control, it will be granted a reasonable adjustment in the Schedule for Completion as described in Appendix Two. All claims for adjustments in the Schedule for Completion must be submitted to CVWD by Consultant within thirty (30) calendar days of the time of occurrence of circumstances necessitating the adjustment. Notwithstanding the foregoing, CVWD agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control.

**SECTION VIII**  
**TERMINATION**

- 8.1 Termination by Owner. CVWD may terminate this Contract at any time by giving Consultant written notice thereof. Upon termination, Consultant will be paid for that portion of the Services completed prior to termination.
- 8.2 Termination by Consultant. Consultant may terminate this Contract upon written notice to CVWD should CVWD materially breach the terms of this Contract.
- 8.3 Effect Upon Records. Upon termination and Consultant's receipt of payment in full for that portion of the Services actually rendered, Consultant shall turn over to CVWD all of the documents, records, papers and other work product related to this Contract, which shall become CVWD property. CVWD shall not be liable for any costs to transfer said records other than as specified in this Contract.
- 8.4 Examination of Records. CVWD shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly

pertinent books, documents, papers and records of Consultant involving transactions related to this Contract.

8.5 Change in Consultant's Status. The financial capability and status of Consultant were substantial inducements for CVWD to enter into this Contract. Therefore, Consultant shall, and hereby specifically acknowledges its duty to do so, notify CVWD of any significant financial change, or significant change in status of Consultant within seven (7) days of significant financial change or significant change in status. "Significant financial change" or "significant change in status" shall mean any one or more of the following:

- Any action(s) by which Consultant shall consolidate with, merge, or convert the Consultant into another (partnership or corporation),
- Any change in the controlling ownership of Consultant (e.g., sale of a majority of the shares in the corporation),
- Any filing of bankruptcy by the Consultant (or any of its partners),
- Loss of Consultant's professional qualifications or Licenses, and
- The fact that Consultant is no longer in compliance with federal or state equal opportunity laws.

## **SECTION IX** **ATTORNEYS' FEES**

9.1 Attorneys' Fees, in General. Subject to section 11.2, if either Party brings an action or proceeding against the other Party by reason of default of any term or condition of this Contract, or otherwise arising out of this Contract, the prevailing Party in such action or proceeding shall be entitled to recover, as part of prevailing Party's total damages, reasonable attorneys' fees as determined by a court of competent jurisdiction or as agreed upon by the Parties in settlement.

9.2 Limitation on Reimbursement of Consultant Attorneys' Fees. Notwithstanding the generality of the foregoing section 9.1, the Parties expressly agree that if Consultant is determined by a court of competent jurisdiction to be the prevailing party entitled to attorneys' fees, the calculation for CVWD's reimbursement of such fees shall be performed using the then-current public agency hourly rate paid by CVWD. For the avoidance of doubt, the purpose of this clause is to limit the amount of public funds used to pay a private entity's attorneys' fees. Nothing herein shall prohibit Consultant from using the attorney of its choice for any legal matters related to this Contract, nor affect CVWD's obligation to pay all or a portion of Consultant's attorneys' fees subject to the conditions and limitations set forth in this Contract.

## **SECTION X** **INDEMNIFICATION/HOLD HARMLESS/INSURANCE**

10.1 Consultant's Indemnity and Hold Harmless. Consultant agrees to indemnify and hold CVWD, its officers, directors and employees, harmless from and against all damages and costs based on a third party claim, but only to the extent such are actually caused by the negligent acts, errors or omissions of Consultant in the performance of the Services

pursuant to this Contact. Consultant shall have no duty to provide or to pay for an up-front defense, but shall promptly reimburse Client for reasonable attorney's fees and costs of suit actually incurred by Client in defense of those claims which are determined in the final judgment to have been caused by Consultant's negligent act, error or omission.

- 10.2 Mutual Waiver of Consequential Damages. Consultant and CVWD waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to this Contract or the Services provided by Consultant, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected Party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.
- 10.3 Insurance. Insurance requirements shall be as set forth in Appendix One hereto attached.

## **SECTION XI** **DISPUTE RESOLUTION**

- 11.1 Informal Resolution. The Parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any Party may give the other Party written notice of any Controversy not resolved in the normal course of business. Senior staff of both Parties involved in the Controversy shall meet at a mutually acceptable time and place within five (5) business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty (30) calendar days from the referral of the Controversy to the managers, or if no meeting has taken place within ten (10) calendar days after such referral, either Party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and California Rules of Evidence.
- 11.2 Mediation. If, after compliance with Section 11.1 above, the Controversy remains unresolved, the Parties shall attempt to resolve the Controversy through mediation as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation; provided that the request for mediation shall be in writing and delivered to the other Party personally or by certified mail. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration or other proceeding related to or arising under this Contract if that Party refused or failed to participate in mediation in good faith. The Parties further agree to act in good faith to identify a mutually acceptable mediator. If the Parties are unable to agree on a mediator, then each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Controversy. The mediation shall be filed at the regional office of the agreed-upon mediator, and the mediation shall occur at a mutually agreeable location in Santa Barbara County. The Parties shall share equally in the mediator's costs and fees. If the Controversy is resolved successfully at the mediation, then, prior to leaving the mediation, the Parties shall execute a written agreement memorializing the resolution.

If the mediation does not successfully resolve the Controversy, or if the Controversy is not resolved within sixty (60) calendar days of the original demand for mediation or such longer period to which the Parties agree in writing, then the Parties may seek an alternative resolution of the Dispute in accordance with the remaining terms of this Contract. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and California Rules of Evidence. The Parties agree that all applicable statutes of limitations shall be tolled while the mediation procedures specified in this Contract are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

- 11.3 Legal Action. If any Controversy is not resolved pursuant to the foregoing provisions, then each Party shall retain the right, but not the obligation, to pursue any legal or equitable remedy available to it.
- 11.4 Exception for Injunctive Relief. Notwithstanding anything to the contrary in section 11.1 or section 11.2, mediation shall not be required prior to commencing an action in equity seeking injunctive relief (e.g., temporary restraining order) if the Party, in its sole judgment, believes that such action is necessary to avoid irreparable injury. The Parties shall continue in good faith in the informal resolution and mediation procedures hereunder despite any requests for provisional relief.

## **SECTION XII** **MISCELLANEOUS PROVISIONS**

- 12.1 Gratuities. Consultant warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities to CVWD's employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.
- 12.2 Interpretation. The Parties acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Contract. The Parties further acknowledge that each has willingly and voluntarily consented to the terms of this Contract. Therefore, the provisions of this Contract shall not be construed in favor of or against either Party but shall instead be construed as if both Parties equally prepared this Contract.
- 12.3 Project Manager. CVWD Management reserves the right to approve the project manager assigned by Consultant to said work.
- 12.4 Limitation on Assignment. This Contract shall not be assigned without first obtaining the express written consent of CVWD.
- 12.5 Successors and Assigns. Subject to section 12.4, the provisions of this Contract shall inure to the benefit of and be binding upon, the successors, assigns, heirs, executors, and administrators of the Parties.



- 12.6 Status of Consultant. Consultant is employed to render a professional service only and any payments made to Consultant are compensation solely for such services as Consultant may render. Consultant shall at all times retain the status of an independent consultant with CVWD. Nothing within this Contract shall be construed so as to make Consultant, or any of its agents or employees, the employee(s), partner(s), or joint venturer(s) of or with CVWD. Nothing in this Contract shall be construed as creating the relationship of employer and employee, or principal and agent, between CVWD and Consultant, or between CVWD and Consultant Agents. As an independent contractor, Consultant shall be wholly responsible for the manner in which Consultant Agents perform the Services; Consultant assumes exclusive responsibility for Consultant Agents as they relate to this Contract; and Consultant Agents shall at all times remain under Consultant's direction and control. Consultant and Consultant Agents shall not at any time or in any manner represent that they are in any manner officials, officers, employees, partners, or joint venturers of CVWD. Neither Consultant nor Consultant Agents shall, by virtue of the Services rendered under this Contract, obtain any rights to retirement, health care or any other benefits through CVWD. As between the Parties, Consultant shall be responsible for payment of Consultant Agents' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and social security taxes since these taxes will not be withheld from payments under this Contract. Consultant shall have no authority to bind CVWD in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against CVWD, whether by contract or otherwise, unless such authority is expressly conferred in writing by CVWD, or under this Contract.
- 12.7 Entire Contract. This Contract supersedes any and all other contracts, either oral or in writing, between the Parties with respect to the subject matter hereof, and no other contract, statement, or promise related to the subject matter of this Contract which is not contained in this Contract shall be valid or binding.
- 12.8 Waiver. Either Party may specifically and expressly waive, in writing, compliance by the other Party with any term, condition or requirements set forth in this Contract. Either Party may specifically and expressly waive, in writing, any breach of any term, condition, or requirement of this Contract by the other Party. However, in the event that either Party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained within such waiver. The waiving Party may, at any time thereafter, require further compliance by the other Party with the requirements or provisions of this Contract that have been so waived. The consent of one Party to any act by the other Party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any Party to an act, except as otherwise specified in this Contract.
- 12.9 Job Costing. Any opinion of the construction cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of CVWD. Since Consultant has no control over the cost of labor and material, or over competitive

bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to consultant bids or actual cost to CVWD.

- 12.10 Notices. Any notice, request, demand, consent or approval, or other communication required or permitted hereunder by law, shall be validly given and made only if in writing and delivered in person to an officer or duly authorized representative of the Party, or by certified mail with return receipt requested, express mail, in each case during regular business hours and addressed to the Party for whom intended as follows:

<Consultant>o      Carpinteria Valley Water District  
CVWD:  
  
   Attention: General Manager  
   1301 Santa Ynez Ave  
   Carpinteria, CA 93013

To Consultant:      <Consultant>  
   Attention: Rob Morrow  
   805 Aerovista Lane Suite 201  
   San Luis Obispo, CA 93401

- 12.11 Jurisdiction. The Parties hereby understand and agree that this Contract, and the attachments hereto, have been negotiated and executed in the State of California and shall be interpreted, governed, construed, and enforced under the laws of the State of California for all substantive and procedural matters. The Parties do expressly agree that in the event of a dispute concerning the terms hereof, venue for any legal action (including mediation, arbitration and litigation) shall lie within the County of Santa Barbara. In the event of any litigation related to this Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Santa Barbara County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.
- 12.12 Amendments. No addition to, or modification of, any provision contained in this Contract shall be effective unless fully set forth in writing signed by the authorized representative of both of the Parties.
- 12.13 Signatories. The signatories hereto do warrant that they are appropriately authorized to execute this Contract on behalf of the Party for which they signed.
- 12.14 Incorporation of Exhibits and Appendices. All exhibits and appendices to this Contract are incorporated herein by this reference.
- 12.15 Headings. The section headings used in this Contract are for the purpose of convenience only and shall not be deemed to limit the subject of the sections of this Contract. Unless otherwise specifically referring to another instrument or document, references to "sections" refer to the sections of this Contract.

12.16 Time is of the Essence. Time is of the essence in each and every provision of this Contract. Unless business days are expressly provided for, all references to “days” in this Contract shall refer to consecutive calendar days. If any date or time period provided for in this Contract is or ends on a Saturday, Sunday, or Federal or State of California holiday, such date shall automatically be extended to the next day that is not a Saturday, Sunday, or Federal or State of California holiday.

12.17 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or scanned PDF and transmitted by email, provided that original executed counterparts are delivered to the recipient within the next three (3) business days following the facsimile or email transmission.

**IN WITNESS WHEREOF**, the Parties have executed this Contract as of the Effective Date.

**CONSULTANT**

**CARPINTERIA VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
          Position

By: \_\_\_\_\_  
          Case Van Wingerden, Board President

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

Board Approved: February 8, 2023

## APPENDIX ONE INSURANCE REQUIREMENTS

**Minimum Insurance Requirements:** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or sub-contractors.

**Coverage** - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least one million dollars (\$1,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement or carrier equivalent provided to Carpinteria Valley Water District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01) or equivalent, covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Carpinteria Valley Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Carpinteria Valley Water District has received a waiver of subrogation from the insurer.
4. **Professional Liability** - (Also known as Errors & Omission – \*Technology Exposure – see pg. 3 Other Considerations) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per claim, and \$2,000,000 policy aggregate.

**If Claims Made Policies:**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
3. 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 three (3) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Carpinteria Valley Water District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Carpinteria Valley Water District.

**Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Carpinteria Valley Water District and the, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01 or carrier equivalent), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Consultant’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 or carrier equivalent as respects to the Carpinteria Valley Water District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Carpinteria Valley Water District its directors, officers, employees and authorized volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Carpinteria Valley Water District.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the Carpinteria Valley Water District. The Carpinteria Valley Water District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Carpinteria Valley Water District.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Carpinteria Valley Water District.

**Verification of Coverage** – Consultant shall furnish the Carpinteria Valley Water District with certificates and amendatory endorsements of the applicable coverage required by this clause. All certificates and endorsements are to be received and approved by the Carpinteria Valley Water District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them.

**Sub-contractors** - Consultant shall require and verify that all sub-contractor maintain insurance appropriate for the services they are providing. Consultant shall ensure that Carpinteria Valley Water District its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

**Other Contractual considerations:**

**Professional Services** – Professional Liability coverage is normally required if the Consultant is providing a professional service regulated by the state (Examples of service providers regulated by the state are insurance agents, doctors, certified public accountants, lawyers, etc.). However, other professional Consultants, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or JPIA Member Services.

**APPENDIX TWO**  
**SCOPE OF SERVICES, FEE & SCHEDULE**

SCOPE

See scope attached hereto

FEE SCHEDULE

In the event that a conflict or contradiction is discovered between the proposal language and this Contract, this Contract shall prevail. CVWD's payment terms are Net 30.

Payments shall be periodic and reflective of deliverables at the receipt of an invoice. Rates by individual/title grouping shall apply for the life of the project. The following is a summary of the fees to be paid on a time and materials basis.

SCHEDULE FOR COMPLETION

The schedule for completion of work is attached and shall be subject to change by the Project Manager.