

# ATTACHMENT A

**Professional Services Agreement  
with  
Calaveras County Water District  
120 Toma Court  
San Andreas, CA 95249  
Telephone 209-754-3543 Fax 209-754-1120**

*The terms on subsequent pages are incorporated in this document and will constitute a part of the agreement between the parties when signed.*

**To:**

**Phone:** (xxx) xxx-xxxx

**Fax:** (xxx) xxx-xxxx

**Date:**

**Agreement No.** 2022-xx-000  
**Purchase Order No.**

**The undersigned Consultant offers to furnish the following:** Provide the District with

, in accordance with the Proposal dated xx/xx/xxxx, attached hereto and incorporated herein as Attachment A.

**Contract Price:** Not to exceed \$xxx,xxx, at the rates specified in Attachment A.

**Completion Date:**

For Technical Direction by Calaveras County Water District:

For Direction by Consultant:

**Accepted:** Calaveras County Water District

**Consultant:**

By: \_\_\_\_\_

By: \_\_\_\_\_

General Manager

Date: \_\_\_\_\_, 2022

Date: \_\_\_\_\_, 2022

Consultant agrees with Calaveras County Water District that:

- a. Hold-Harmless. When the law establishes a professional standard of care for the Consultant's services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless Calaveras County Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to Calaveras County Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Indemnification. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless Calaveras County Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the negligent or reckless performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Calaveras County Water District, its directors, officers, employees, or authorized volunteers.
- c. Workers Compensation. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-Consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. A sole-proprietor exempt from the requirements to provide such coverage, with no employees or using no sub consultants, shall so certify on the form provided by the District.
- d. Professional Liability. Consultant will file with Calaveras County Water District, before beginning professional services, a certificate of insurance satisfactory to the Calaveras County Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to Calaveras County Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-: VII, or equivalent, or as otherwise approved by Calaveras County Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

- e. General Liability. Consultant will file with Calaveras County Water District, before beginning professional services, certificates of insurance satisfactory to Calaveras County Water District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to Calaveras County Water District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Calaveras County Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it". The general liability coverage shall give Calaveras County Water District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by Calaveras County Water District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- f. Insurance Notification. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Calaveras County Water District at least ten (10) days prior to the expiration date.
- g. Direction/Orders. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)," subject to the limitations of paragraph "Changes", below. An Amendment to this Agreement will be issued in writing, incorporating Consultant's scope and mutually agreed-upon price and estimated schedule for completion. A fully executed Revised Purchase Order incorporating the additional/changed scope and price, shall also be issued, with a copy provided to Consultant.
- h. Invoices. Consultant shall submit to the District monthly invoices for time and expenses subject to the contract limitation. Invoices shall reference the Purchase Order and project number shown on the purchase order form. Each invoice shall also include the total invoiced and paid to date, and the remainder outstanding. Invoices received without this information shall be returned to Consultant unpaid, for revision and re-submittal. Invoices shall be submitted to:
- Calaveras County Water District  
PO Box 846  
San Andreas, CA 95249
- i. Payment. Payment, unless otherwise specified, is to be 30 days after receipt of an invoice deemed acceptable in accordance with paragraph h., above, by Calaveras County Water District and its acceptance in meeting the criteria of this Agreement.

- j. Permits. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- k. Changes. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a Agreement Amendment executed by the General Manager of Calaveras County Water District.
- l. Assignment. Consultant shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the express prior written consent of the Calaveras County Water District.
- m. Termination. Either party may terminate this Agreement with ten (10) days prior written notice to the other, and identifying the Consultant's final work date. In the case of such termination Consultant shall provide the Calaveras County Water District a final invoice for work performed and expenses incurred prior to termination within 30 calendar days following the final work date provided in the notice of termination. No additional invoices will be accepted nor charges paid by the Calaveras County Water District after this 30-day final invoicing period.

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