

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this _____ (day) of _____ (Month), _____(Year), by and between COACHELLA VALLEY WATER DISTRICT, a public agency (“District) and (CONSULTANT), a _____ (enter state of incorporation) corporation (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

A. Consultant is a _____ consulting firm focusing on _____.

B. 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 District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

ARTICLE I

Scope of Services

1.01 Scope of Services. The scope of services to be provided by Consultant is set forth on Exhibit “A” and by this reference incorporated herein (“Scope of Services”). Consultant warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.02 Change Orders. District may, by written instructions or drawings issued by either the general manager of the District (“General Manager”) or his or her designee, make changes to the Scope of Services including, but not limited to, additional instructions, additional work, or omissions of work previously ordered (collectively “Change Orders”), and the provisions of this Agreement shall apply to all such Change Orders. Consultant shall not perform and District shall not be liable for any changes performed by Consultant, unless a written Change Order executed by the General Manager, or his or her designee, is given to Consultant before the performance of such work. Such written authorization shall either be in the form of a written Change Order or written addendum to this Agreement. The cost of such Change Orders, which may increase or decrease the work specified hereunder and require an extension of completion time, shall be mutually agreed upon in writing by the General Manager, or his or her designee, and Consultant before commencement of the work called for by such Change Order.

1.03 Permits, Licenses, Fees and Other Charges. Consultant shall, in accordance with applicable laws and ordinances, obtain at his/her/its cost and 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. Professional engineers shall be duly registered in the State of California. Consultant shall keep itself informed of and comply with, all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.

1.04 Time to Perform Services. Consultant shall perform the services in accordance with the schedule set forth on Exhibit "B" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District 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 on a weekly basis with District representatives to review progress of work elements, adhere to work schedule, coordinate work, and schedule review and resolution of problems that may develop.

1.05 Qualifications. Consultant represents and warrants to District that he/she/it has the qualifications, experience and facilities necessary to properly perform the Scope of Services in a competent and professional manner. In meeting his/her/its obligations under this Agreement, Consultant shall employ, at a minimum, generally standards and practices utilized by persons/entities engaged in providing services similar to those required of Consultant under this Agreement.

ARTICLE II

Payment for Services Rendered

2.01 Payment for Services Rendered. District shall compensate Consultant for the services performed pursuant to this Agreement in accordance with the schedule attached hereto as Exhibit "C" and by this reference incorporated herein.

2.02 Billing Procedure.

(a) Consultant shall submit, on or before the twentieth (20th) day of each month, to the District, 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 the District may require.

(b) No payment shall constitute acceptance of any work completed by Consultant.

(c) The making of final payment shall not constitute a waiver of any claims by the District for any reason whatsoever.

2.03 Payment. District shall make to Consultant payment for such Invoices within thirty (30) days of receipt of the Invoice or the resolution of any billing dispute. District may withhold a portion of an application for payment because of defective work not remedied or because of unsatisfactory work performed by Consultant. When the foregoing grounds are removed by Consultant, payment shall be made for amounts withheld because of them. In no event will the District pay late fees to Consultant on the compensation due Consultant under the terms of this Agreement.

2.04 No Waiver by Payment.

(a) Payment by District under this Agreement shall not be interpreted to imply that District has inspected, approved, or accepted the work that has been performed by Consultant.

(b) Waiver by any Party to this Agreement of any term, condition or covenant of this Agreement will not constitute a waiver of any other term, condition or covenant. Waiver by any Party of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement.

ARTICLE III

Accounting, Inspection and Audit

3.01 Maintenance of Records. Consultant shall maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. All such documents 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. All such documents or records must be maintained for three (3) years following the final payment under this Agreement.

3.02 Availability of Records. All records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representative. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

3.03 Custody of Records. Where District has reason to believe that any of the documents or records required by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require

that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

ARTICLE IV

Termination

4.01 Termination for Convenience. District 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 District tenders such written notice to Consultant, Consultant shall be entitled to compensation for all services rendered (and expenses incurred) prior to the effective date of the notice. District shall be entitled to reimbursement for any compensation paid in excess of services rendered. Consultant acknowledges District's right to terminate this Agreement as provided in this section, and hereby waives all claims for damages that might otherwise arise from District's termination of this Agreement. Consultant shall transfer title and deliver to the District all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports.

ARTICLE V

Default and Remedies

5.01 Default. It shall be considered a default under this Agreement if either Party fails to perform or observe any term, covenant or undertaking in this Agreement that is to be performed or observed and such default continues for ten (10) days from a written notice sent in a manner provided in section 10.01 of this Agreement. In the event the defaulting Party does not remedy the default within the ten (10) day period, the non-defaulting Party may send a written notice of termination to the defaulting Party specifying the date upon which the termination shall become effective.

5.02 Remedies. Upon a default hereunder, the non-defaulting Party shall have such rights and remedies as are provided herein and such additional remedies as now or hereafter exist at law or in equity.

ARTICLE VI

Project Manager

6.01 Project Manager. Consultant hereby names _____ as Consultant's project manager ("Project Manager") under the terms of this Agreement. The Project Manager is authorized to act on behalf of Consultant with respect to the Scope of Services and to make all decisions in connection therewith. Consultant shall not substitute the designated Project Manager without first notifying District in writing. District shall have the right to review the qualifications of said substitute. If District determines said substitute Project Manager is unacceptable, Consultant shall submit alternate candidates until District determines that substitute Project Manager is acceptable.

ARTICLE VII

Work Product

7.01 Work Product. All original papers, documents, drawings and other work product of Consultant produced by Consultant pursuant to this Agreement, except documents which must be filed with public agencies, shall be deemed solely the property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take all steps necessary to perfect or protect the ownership interest of District in such work product. Upon completion, expiration or termination of this Agreement, Consultant shall release to District all original work product in its possession; provided, however, that Consultant may retain copies of the work product

7.02 Confidentiality of Work Product. Except as necessary for the performance of services under this Agreement, no work product prepared under this Agreement will be released by Consultant to any other person or entity without the District's prior written consent. All press releases, including graphic display information to be published, must be approved and distributed solely by the District, unless otherwise agreed to in writing by District.

ARTICLE VIII

Insurance

8.01 Limits of Insurance. Consultant shall carry and maintain at Consultant's expense, at all times during the term of this Agreement, not less than the following coverage and limits of insurance which shall be maintained with insurers and under forms of policies satisfactory to District.

(a) Commercial General Liability for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, independent

contractors, broad form property damage, products and completed operations: \$1,000,000 per person, \$1,000,000 per occurrence.

(b) Automobile Liability for Bodily Injury and Property Damage including coverage for owned, nonowned, leased and hired vehicles: \$1,000,000 per person, \$1,000,000 per occurrence.

(c) Workers' Compensation and Employer's Liability:

(i) State Workers' Compensation coverage as required by law;

(ii) Employer's Liability of at least \$1,000,000 per occurrence.

(d) Professional Liability/Errors and Omissions Liability with limits of at least \$1,000,000.

The commercial general liability and automobile liability insurance must be on an "occurrence" basis, not a claims-made basis. The foregoing policies may contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limit required.

8.02 Provisions of Insurance. All insurance required pursuant to the express provision of this Agreement shall:

(a) Provide that coverage shall not be revised, cancelled, or reduced without thirty (30) days prior written notice to District. In the event any policies of insurance are revised, cancelled or reduced, Consultant shall, prior to the revision, reduction or cancellation date, submit evidence of new insurance to the District complying with this Article.

(b) Be issued by insurance companies licensed and qualified to do business in the State of California with a current rating of A Class IV in Best's Key Rating Guide Report.

(c) Be reasonably satisfactory to District in all other reasonable respects.

(d) The policies required pursuant to this Agreement or a certificate of the policies shall be provided to District upon the execution of this Agreement.

(e) The commercial general and automobile liability insurance to be maintained by Consultant pursuant to this section shall name District, its officers, employees and volunteers as additional insureds by endorsement with respect to liabilities arising out of the performance of services hereunder.

(f) If Consultant fails or refuses to procure or to maintain the insurance as required by this Agreement or fails or refuses to furnish District with required proof that the insurance has been procured and is in force and paid for, District shall have the right, at District's election and upon twenty (20) days' notice to Consultant to procure and maintain such insurance. The premiums paid by District shall be treated as an amount due from Consultant with interest at the rate of ten percent (10%) per annum (but in no event shall interest be charged in excess of the maximum rate permitted by California law), to be paid on the first (1st) day of the month following the date on which the premiums were paid. District shall have the right to offset any amounts District pays hereunder with amounts due Consultant for services rendered pursuant to this Agreement. District 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.

(g) Except for professional liability insurance/errors and omissions, Consultant shall require the carriers of the above-required coverages, to waive all rights of subrogation and Consultant hereby waives all rights of subrogation against the District and its officers, employees, agents, volunteers, contractors and subcontractors. Each insurer must issue a certificate to District evidencing this waiver of subrogation.

(h) All policies above-required are to be primary and non-contributory with any insurance or self-insurance programs carried by or administered by the District.

(i) In the event Consultant subcontracts any portion of the work in compliance with section 10.15, the agreement between the Consultant and the subcontractor shall require the subcontractor to carry the same policies of insurance that the Consultant is required to maintain pursuant to this Article.

ARTICLE IX

Indemnification

9.01 Consultant's Duty to Indemnify. Consultant covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Consultant's services shall be the sole responsibility of Consultant and its successors and assigns and District shall not be liable to Consultant, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by District or District's employees' or agents' gross negligence or willful misconduct. Consultant shall defend, indemnify and hold District, its officers, directors, employees, consultants, agents, successors and assigns ("District Indemnitees"), harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, proceedings, damages, judgments, liens, expenses or obligations of whatever nature, including attorneys' fees and costs and the costs of all other professional and all court or arbitration or other dispute resolution costs (collectively, "Costs") which may be made against District

Indemnitees arising out of or in connection with: (a) the retention by District of Consultant's service; (b) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Consultant, its officers, agents, servants, representatives or employees, or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable (collectively, "Representatives") in the performance of this Agreement and the work to be done under this Agreement; (c) any violation or alleged violation by Consultant or Consultant's Representatives, of any law or regulation now or hereafter enacted; (d) any breach by Consultant of his/her/its obligations under this Agreement; (e) the death and/or injury to any person or damage to any property (real or personal) which may be caused or is claimed to have been caused, by the negligence, act or omission by Consultant, or Consultant's Representatives; and (f) any enforcement by District of any provision of this Agreement. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the District Indemnitees' gross negligence or willful misconduct. Consultant, upon notice from District, shall defend the same at Consultant's expense by counsel satisfactory to District. The provisions of this section shall survive the expiration or other termination of this Agreement.

ARTICLE X

General Provisions

10.01 Notices. Any notice to be given by any Party hereunder must be given in writing and delivered in person, or by reputable nationwide overnight courier or forwarded by certified or registered United States mail, postage prepaid, return receipt requested, at the address indicated below, unless the Party giving such notice has been notified in writing, of a change of address:

DISTRICT: General Manager
 Coachella Valley Water District
 85-995 Avenue 52
 Post Office Box 1058
 Coachella, California 92236
 Telephone: 760-398-2651

CONSULTANT: (Project Manager)
 (CONSULTANT)
 (Street address)
 (City, State, Zip)

Any such notice is effective on the date on which such notice is delivered, if notice is given by personal delivery or overnight courier; or if notice is sent through the United States mail on the date of actual delivery as shown by the addressee's receipt; or upon the expiration of three (3) days following the date of mailing, whichever first occurs.

10.02 Severability. If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with clause (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provision, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision did not exist.

10.03 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.

10.04 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 that 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.

10.05 Notification. If Consultant becomes aware of a matter that could impact the quality or quantity of work, services, or the level of performance under this Agreement the Consultant must notify the District in writing and by telephone.

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

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

10.08 Governing Law. This Agreement shall be governed by 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.

10.09 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.

10.10 Compliance. All work, labor and materials shall be done and provided in strict conformity with each of the following: (a) all laws, ordinances, codes, rules, regulations and standard specifications of governmental authorities having jurisdiction over Consultant's work; (b) this Agreement; and (c) the schedule attached hereto. Consultant

shall also comply, at Consultant's expense, with all requirements of inspectors of any governmental authority having jurisdiction over Consultant's work. Consultant will be responsible for securing any and all required governmental inspections and approvals for the work completed under this Agreement.

10.11 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 District pending settlement of the dispute.

10.12 No Third Party Beneficiaries. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement.

10.13 Statutes of Limitation. As between the Parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final certificate for payment, or termination of this Agreement, whichever is earlier, except for latent defects. The commencement and running of the statute of limitations for latent defects shall be as provided by California Code of Civil Procedure Section 337.15 or any successor statute.

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

10.15 District's Approval. 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 District, which consent may be withheld in District's sole and absolute discretion. Any attempted assignment in violation of the provisions of this paragraph shall be void *ad initio*. Subject to the foregoing, this Agreement shall be binding upon the heirs, administrators, successors and assigns of District and Consultant.

10.16 Independent Contractor. 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 District, 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 District and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement.

10.17 Sub-Consultants. Consultant shall perform the services using the personnel listed in Appendix A. Consultant shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the services, and who agree to be bound to the terms of the Agreement to the extent of this Scope of Services. Consultant may substitute personnel or sub-consultants prior to any such sub-consultants commencing work only upon District's written consent, which may be withheld or delayed in District's discretion.

10.18 Conflict of Interest.

(a) Consultant represents that it is familiar with Sections 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections. If, following execution of this Agreement, Consultant becomes aware of any such facts, whether presently existing or after-arising, Consultant shall promptly inform District of same, along with a proposal for remedying the violation. District may determine whether the proposal, or any other proposed resolution, is satisfactory, in its sole discretion.

(b) Consultant represents that it has completely disclosed to District, and if applicable will disclose in the future, all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of District, or other officer, agent or employee of District or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for termination of this Agreement by District for cause. Consultant agrees to comply with all conflict of interest codes adopted by the District and its reporting requirements, including, without limitation, the Conflict of Interest Code for the El Dorado Irrigation District.

(c) Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future, conflict of interest between providing District the services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District. The provisions of this section shall remain fully effective indefinitely after termination of services to District hereunder.

10.19 Non-Discrimination. Consultant shall not discriminate against any employee or applicant for employment, nor against any sub-consultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges, and agrees that District has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

10.28 Not liable for damages. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Scope of Services performed in connection with this Agreement.

10.21 Best Efforts. Consultant recognizes the relations of trust and confidence that are established by this Agreement, and covenants with the District to furnish his/her/its best skill and judgment, and to actively cooperate and assist in furthering the best interests of the District in all matters pertaining to the work. 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 the District's best interests. Consultant represents and warrants that it has qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, complete and professional manner. Consultant's employees assigned to the work shall at all times be reasonably satisfactory to the District.

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 Confidentiality.

(a) All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from the General Manager, except as may be required by law.

(b) Consultant, Consultant's officers, employees, or agents, shall not, without prior written authorization from the General Manager or unless requested by District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including project documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify District should Consultant, Consultant's officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party

regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

10.24 Authority to Execute.

(a) Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind each Party to the performance of its obligations hereunder.

(b) Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named Parties.

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

DISTRICT
COACHELLA VALLEY WATER DISTRICT,
a public agency

By _____

Its: _____

CONSULTANT

a _____ (state) corporation

By _____

Its: _____

EXHIBIT LIST

EXHIBIT "A"	SCOPE OF SERVICES
EXHIBIT "B"	SCHEDULE OF PERFORMANCE OF SERVICE
EXHIBIT "C"	PAYMENT SCHEDULE
APPENDIX A	PERSONNEL