

EXHIBIT "D"

**AGREEMENT BETWEEN
BEAUMONT-CHERRY VALLEY WATER DISTRICT
AND CONSULTANT
FOR
PROFESSIONAL SERVICES**

This Agreement made and entered into this _____ day of _____, 2018, by and between **BEAUMONT-CHERRY VALLEY WATER DISTRICT**, a California Irrigation (Special) District, hereinafter referred to as DISTRICT, and **(Consultant)**, hereinafter referred to as CONSULTANT.

DISTRICT:

CONSULTANT:

Beaumont-Cherry Valley Water District
P.O. Box 2037
560 Magnolia Avenue
Beaumont, CA 92223

Fax: (951) 845 0159

Fax _____

Attention: Dan Jagers, General Manager

Attention: _____

Witnesseth that in consideration of the mutual promises as hereinafter contained, the parties do mutually agree as follows:

1. SCOPE OF SERVICES

CONSULTANT shall furnish all labor, materials, equipment, and supplies and shall perform all work necessary or incidental to performing project services for DISTRICT. The project services are generally described as **(Description of Services Rendered)** for the **(Project Proposal)**, as described in Attachment I: "CONSULTANT Services and Fees". Such services shall be performed by CONSULTANT as an independent contractor.

2. GENERAL CONDITIONS

This Agreement contains the entire Agreement between DISTRICT and CONSULTANT relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both DISTRICT and CONSULTANT.

DISTRICT and CONSULTANT agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both DISTRICT and CONSULTANT shall endeavor to maintain good working relationships among members of the project team.

3. TERM OF AGREEMENT

The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until terminated as provided herein. CONSULTANT recognizes that the services required by the DISTRICT are dependent upon the timely performance of CONSULTANT's services. Specific periods of time for rendering services or specific dates by which services are to be completed are outlined in "CONSULTANT Services and Fees", Attachment I.

4. COMPENSATION

CONSULTANT shall be compensated for services performed under this Agreement in accordance with "CONSULTANT Services and Fees", included in Attachment I. Payment for services shall be computed upon the basis of the actual services provided. The amounts in Attachment I shall not be exceeded without DISTRICT's prior written authorization.

5. INVOICING AND PAYMENT

CONSULTANT shall invoice DISTRICT for services performed and DISTRICT will pay CONSULTANT within sixty (60) days of receipt of invoice.

6. OWNERSHIP OF PRODUCT

CONSULTANT agrees that all data and information generated in the performance of this Agreement and data and information which are specified to be delivered or which are, in fact, delivered pursuant to this Agreement shall be and remain the sole property of DISTRICT.

CONSULTANT shall deliver all data and information to DISTRICT upon request and in any event upon the completion of all services 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 Agreement, said documents shall be delivered to DISTRICT without additional cost to DISTRICT.

7. STANDARDS AND LIABILITY

The services provided by CONSULTANT under this Agreement, including findings, recommendations, and professional advice, shall be based on practices and procedures customary in CONSULTANT'S profession. CONSULTANT asserts that it will employ the current standard of care in performing its services.

8. SUBCONTRACTING

Performance of this Agreement may not be subcontracted in whole or in part without the prior written consent of DISTRICT.

9. SUCCESSORS AND ASSIGNS

This Agreement is to be binding on the heirs, successors, and assignees of the parties hereto, but is not to be assigned by either party without first obtaining the written consent of the other party hereto.

10. CHANGES

DISTRICT, within the general scope of this Agreement may, at any time, by written notice to CONSULTANT, issue additional instructions, require additional services, or direct the omission of services covered by this Agreement. In such event, an equitable adjustment in fee and/or term will be made, provided any claim for such an adjustment is made within thirty (30) days of the receipt of said written notice.

11. TERMINATION

This Agreement may be terminated in whole or part in writing by either party in the event of substantial failure by the other party in fulfilling its obligations under this Agreement, through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) at least fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, itemizing the reasons therefor, and (2) an opportunity to consult with the terminating party prior to termination to establish a reasonable period to fulfill its obligations.

If during the term of this Agreement, DISTRICT determines that the CONSULTANT is not faithfully abiding by any term or condition contained herein, DISTRICT may notify CONSULTANT in writing of such defect or failure to perform, giving CONSULTANT a fourteen (14) day notice thereafter in which to perform said specified services or cure specified deficiencies. If CONSULTANT has not performed specified services or cured specified deficiencies within the time specified, such shall constitute a breach of this Agreement, and DISTRICT may, by written notice to CONSULTANT, terminate immediately this Agreement. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under this Agreement. In said event, CONSULTANT shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received DISTRICT's notice of termination, less any amounts for damages to DISTRICT from such breach. In no event, however, shall CONSULTANT be entitled to receive in excess of the total compensation set forth in Attachment I.

12. INDEPENDENCE OF DISTRICT

CONSULTANT shall perform services in accordance with the terms and conditions of this Agreement as an independent contractor and shall be responsible for the means and methods used in performing services under this Agreement.

13. LEGAL REQUIREMENTS

CONSULTANT shall secure all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to its services hereunder.

14. LAWS AND VENUE

This agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

15. INSURANCE

CONSULTANT agrees and shall submit evidence to DISTRICT before beginning services under this Agreement that CONSULTANT has procured and shall maintain Comprehensive General Liability, Comprehensive Automobile Liability, and Professional Liability insurance coverage, with limits at or above those described below; Workers' Compensation and Employer's Liability insurance will be procured and maintained as required by the laws of the State of California. Any insurance on a "claims made" basis shall be maintained for at least three (3) years after completion of the services.

Prior to commencement of services, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing required insurance coverages. Such certificates shall be issued by insurance carrier(s) acceptable to DISTRICT and shall be endorsed to include: (1) DISTRICT as additional insured on the Comprehensive General Liability Policy; (2) waiver of subrogation against DISTRICT on the Workers Compensation Policy; and (3) thirty (30) days prior written notice of cancellation or material change in any of the coverages.

MINIMUM REQUIRED INSURANCE

- | | |
|--|--------------------------------|
| 1. Workers Compensation | - Statutory |
| Employer's Liability | - \$1,000,000 each accident |
| | - \$1,000,000 each employee |
| | - \$1,000,000 policy limit |
| 2. Comprehensive General & Contractual Liability | |
| Bodily Injury | } - \$1,000,000 per occurrence |
| Property Damage | |
| Personal Injury, with employment exclusion deleted | - \$1,000,000 in the aggregate |

3. Comprehensive Automobile Liability for all owned (private and others), hired and non-owned vehicles
 - Bodily Injury } - \$1,000,000 per occurrence
 - Property Damage } - \$1,000,000 in the aggregate

4. Professional Liability
 - \$1,000,000 per claim
 - \$1,000,000 in the aggregate

In the event CONSULTANT fails to obtain or maintain any insurance coverage required under this Agreement, DISTRICT may terminate this Agreement for cause.

16. INDEMNIFICATION AND HOLD HARMLESS

CONSULTANT agrees to indemnify and hold harmless DISTRICT, its officers, agents, and employees from claims attributed to CONSULTANT's negligent acts, errors, or omissions. DISTRICT agrees to indemnify and hold harmless CONSULTANT, its officers, agents, and employees from claims attributed to DISTRICT's negligent acts, errors, or omissions.

17. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during design or construction of the project or following completion of the project, DISTRICT and CONSULTANT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

In the event the parties are unable to reach settlement, all claims, counterclaims, disputes, and other matters in question between the parties hereto arising out of or relating to this Agreement, or the breach thereof, shall be decided by arbitration in accordance with the rules of the American Arbitration Association. Notice of demand of arbitration must be filed in writing with the other parties to this Agreement and the American Arbitration Association. The demand must be made within a reasonable time after the parties conclude that they are unable to reach settlement. The award rendered by the arbitrator shall be final, judgment may be entered upon in any court having jurisdiction thereof, and shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10 & 11).

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on the day and year first above written.

ATTEST:

(Consultant)

Secretary

By: _____

Title: _____

BEAUMONT-CHERRY VALLEY

WATER DISTRICT

By: _____
Dan Jagers

General Manager