

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on **Month** __, **Year** by and between East Orange County Water District, hereinafter called "EOCWD", and **Consultant**, hereinafter called "Consultant."

WHEREAS, EOCWD desires certain services hereinafter described and Consultant is capable of providing and desires to provide such service.

WHEREAS, this Professional Services Agreement applies to the following project:

Wholesale System Reservoir Replacement Project, Phase 1 – Final Design

NOW, THEREFORE, EOCWD and Consultant, for the consideration and upon the terms and conditions hereinafter specified, agree as follows:

SECTION I

SCOPE OF SERVICES

- 1.1 The services to be performed under this Agreement are as described in Appendix One hereunto attached and by this reference made a part hereof (hereinafter, "Services" or "Work"). In the event that a conflict or contradiction is discovered between the proposal language and EOCWD's standard contract terms in this Agreement, EOCWD's standard contract terms shall prevail. Such service shall be performed by individuals as employees of the Consultant, as an independent consultant, and not by or as employees of EOCWD.

SECTION II

DUTIES OF CONSULTANT

- 2.1 Standards. All work performed by Consultant or under its direction shall be rendered in accordance with that level of skill and care observed by competent like professionals performing similar services under similar circumstances and conditions ("Standard of Care").

All service hereunder 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. Consultant shall provide additional services needed to correct any deficiency in its work at no additional costs or expense to EOCWD.

- 2.2 Additional Work. Consultant shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by EOCWD. The cost of such additional work shall be reimbursed to Consultant by EOCWD on the same basis as provided in Section IV.

- 2.3 Security and Safety. If, in the prosecution of the Work, 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 EOCWD within the job site, but not under the control of Consultant. In the event access to a site is required, EOCWD shall arrange access for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.

In providing its services hereunder, 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 Work. In the event that EOCWD becomes aware of the presence of asbestos or hazardous material at the job site, EOCWD 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 its services that may be affected by such presence, without any liability to Consultant arising therefrom.

- 2.4 Consultations. Consultant shall meet with EOCWD personnel, or third parties as agreed upon, on all matters connected with carrying out of Consultant's Services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and EOCWD approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.
- 2.5 Data. Consultant agrees that all data and information, including without limitation specifications, designs, drawings, reports, and blueprints, generated in the performance of this Agreement and data and information that are specified to be delivered or which are, in fact, delivered pursuant to this Agreement shall be and remain the sole property of EOCWD. Consultant understands and agrees that all rights under copyright and patent laws under this Agreement to drawings, records, data or other work product belong to EOCWD, unless otherwise stated. Consultant hereby assigns any and all rights under copyright and patent law to EOCWD and agrees to assist EOCWD in perfecting the same. Consultant shall deliver all records, drawings, data, information and work product resulting from this Agreement to EOCWD upon EOCWD'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 Agreement, said documents shall be delivered to EOCWD without additional cost to EOCWD.
- 2.6 Subcontracting. Performance of this Agreement may not be subcontracted in whole or in part without the prior written consent of EOCWD. Any subcontractors under this Agreement with an estimated cost greater than \$1,000 shall not be awarded without EOCWD's prior written approval. Lists of proposed subcontracts and proposed subcontractors shall be submitted to EOCWD.
- 2.7 Prevailing Wages. Consultant acknowledges that the work to be performed pursuant to this Agreement is related to a Public Works Project, as defined in Labor Code Section 1720 *et seq.* ("Prevailing Wage Law"). To the extent applicable to the Scope of Services to be performed under this Agreement, pursuant to Labor Code Section 1771, for public works project greater than \$1,000, Consultant shall: (1) pay the general

prevailing rate of per diem wages to all workers employed on contracted projects as established by the Department of Labor's Davis-Bacon Act or California Department of Industrial Relations ("DIR") wage determinations; (2) shall be, along with any subcontractor performing work under this Agreement, registered with DIR and qualified to perform work pursuant to Labor Code Sections 1725.5 and 1771.1; (3) be responsible for providing proof of current registration for both Consultant and any subcontractor prior to performing any work, and contracts with unregistered contractors shall be subject to cancellation by the District. Consultant acknowledges that, if the Scope of Services falls within the requirements of the Prevailing Wage Law, this Agreement is subject to compliance monitoring and enforcement by DIR. Labor Code Sections 1735, 1775, 1776, 1777.5-1777.7, and 1810-1815 are incorporated into and, as applicable, are a fully operative part of this Agreement, and Consultant shall be responsible for compliance therewith.

SECTION III

DUTIES OF EOCWD

- 3.1 **Provision of Information.** EOCWD shall make available to Consultant all data and information in the possession of EOCWD which EOCWD deems necessary to the preparation of the work, and EOCWD shall actively aid and assist Consultant in obtaining such information from other agencies and individuals. Except as specifically provided in the scope of services, Consultant shall be entitled to rely upon the accuracy of data and information provided by EOCWD or others without independent review or evaluation.
- 3.2 **Review of Progress of Work.** EOCWD Management may authorize a staff person as a representative to confer with Consultant relative to Consultant's services hereunder. The work in progress hereunder shall be reviewed from time to time by EOCWD at the discretion of EOCWD or upon the request of Consultant. If the Work is performed in accordance with the Standard of Care, it will be approved. If the work is not so performed, EOCWD will inform Consultant of the changes or revisions necessary to secure approval. Nothing in such review or approval shall absolve Consultant from its obligations to complete the Services in a manner arising to the Standard of Care, and ultimately Consultant bears the burden of ensuring that its work arises to such level.

SECTION IV

FEES AND PAYMENTS

- 4.1 **Payment Schedule.** Payment for the services hereinabove described 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 work. In the event that a conflict or contradiction is discovered between the proposal language and EOCWD's standard contract terms, EOCWD's standard contract terms 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 Agreement 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 Agreement, 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. EOCWD may order major changes in scope or character of the work, either decreasing or increasing the amount of Consultant's services. Increased compensation for major changes shall be determined in accordance with Appendix Two hereof, or as otherwise agreed to, in writing, between the parties.
- 5.2 Change of Schedule. In the event that major changes are ordered, the schedule for completion as stated in Appendix Three hereto will be adjusted by negotiation between Consultant and EOCWD.
- 5.3 Change Authorization. No representative of EOCWD, other than the General Manager, is authorized to obligate EOCWD 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 work upon receipt by it of written Notice to Proceed from EOCWD Management which said notice shall not be issued until after this Agreement has been approved and authorized by EOCWD.
- 6.2 Completion Schedule. The schedule for completion of the work shall be as shown upon Appendix Three hereunto attached and made a part hereof. Consultant shall complete

the work set forth in Appendix One in accordance with the schedule for completion shown in Appendix Three.

- 6.3 Suspension of Services. EOCWD may, at any time and without cause, suspend all or a portion of the services of Consultant for a period of not more than ninety (90) days by notice in writing to Consultant. Consultant shall resume the service on receipt from EOCWD 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 its services by circumstances beyond its control, it will be granted a reasonable adjustment in the Schedule for Completion as described in Appendix Three. All claims for adjustments in the Schedule for Completion must be submitted to EOCWD by Consultant within thirty (30) calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION VIII

TERMINATION

- 8.1 Termination by EOCWD. EOCWD may terminate this Agreement for cause and for convenience at any time by giving Consultant written notice thereof. Upon termination, Consultant will be paid for that portion of the work completed prior to termination.
- 8.2 Termination by Consultant. Consultant may terminate this Agreement upon written notice to EOCWD should EOCWD fail to fulfill duties as set forth in Section III. Upon such termination, Consultant shall be entitled to payment for any undisputed work completed prior to termination.
- 8.3 Effect Upon Records. Upon termination and receipt of payment for any undisputed work otherwise completed by Consultant, Consultant shall turn over to EOCWD all of the documents, records, papers and other work product related to this Agreement, which shall, at the option of EOCWD, become EOCWD property. EOCWD shall not be liable for any costs other than as specified in this Agreement.
- 8.4 Examination of Records. EOCWD shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions related to this Agreement.
- 8.5 Change in Consultant's Status. The financial capability and status of Consultant were substantial inducements for EOCWD to enter into this Agreement. Therefore, Consultant shall, and hereby specifically acknowledges its duty to do so, notify EOCWD 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 the following:

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

SECTION IX

ATTORNEYS' FEES

- 9.1 If either party brings an action or proceeding against the other party by reason of default of any term or condition of this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover, as an element of its cost of suit, and not as damages, reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. The "prevailing party" as the term is used herein, shall be the party who is entitled to recover costs of suit, whether or not such suit proceeds to final judgment, and shall include, without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or considerations substantially equal to the relief sought in such action.

SECTION X

INDEMNIFICATION/HOLD HARMLESS

- 10.1 To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify EOCWD, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, to the extent caused by the negligence, recklessness or willful misconduct of Consultant or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages or expenses arising from EOCWD's negligence or willful acts. In no event shall Consultant's duty to defend exceed Consultant's proportionate percentage of fault.

The Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to EOCWD or any third party arising out of breach of contract, delay, termination, or for any other reason whatsoever. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

SECTION XI

INSURANCE

- 11.1 Insurance requirements shall be as set forth in Appendix Four hereto attached.

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 EOCWD's employees, agents, or representatives with a view toward securing this Agreement or securing favorable treatment with respect thereto.
- 12.2 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement 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 Agreement.
- 12.3 Project Manager and Project Team. EOCWD Management reserves the right to approve the project manager assigned by Consultant to said work. Key personnel, as defined by the EOCWD assigned to the project shall not be reassigned without prior EOCWD written approval.
- 12.4 Limitation on Assignment. This Agreement shall not be assigned without first obtaining the express written consent of EOCWD.
- 12.5 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 EOCWD. Nothing within this Agreement 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 EOCWD.
- 12.6 Licensing. Consultant warrants that they have complied, and shall comply, with any and all applicable state licensing requirements.
- 12.7 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
- 12.8 Ownership of Work. All work performed pursuant hereto shall, upon completion, become the property of EOCWD. In the event the work is not completed, the completed portions thereof shall become the property of EOCWD.

Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by EOCWD or

others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at EOCWD's sole risk and without liability or legal exposure to Consultant.

12.9 Waiver. Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party hereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition, or requirement of this Agreement by the other party hereto. 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 hereto with the requirements or provisions of this Agreement 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 Agreement.

12.10 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 EOCWD. 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 EOCWD.

12.11 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 deposited in the United States mail, first class postage prepaid, and addressed to the party for whom intended as follows:

To EOCWD: East Orange County Water District
Attention: David Youngblood, General Manager
185 N. McPherson Rd.
Orange, CA 92869

To Consultant: **Consultant**
Attention: [Click here to enter name.](#)
[Click here to enter address.](#)
[Click here to enter City/State/Zip.](#)

12.12 Jurisdiction. The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California. The parties hereto do expressly agree that in the event of a dispute concerning the terms hereof, venue for any legal action shall be with the appropriate court of the County of Orange, State of California.

- 12.13 Amendments. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing signed by the authorized representative of both of the parties hereto.
- 12.14 Other Provisions. Where applicable, the following additional provisions shall be in effect:
- 12.14.1 Equal Employment Opportunity. This project is subject to Equal Employment Opportunity as defined in Executive Orders 11246 and 11375.
 - 12.14.2 Davis-Bacon Act (40 U.S.C. 3141-3148).
 - 12.14.3 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
 - 12.14.4 Rights to Inventions Made. This agreement requires reporting any discovery or invention that arises during the course of the contract to the District.
 - 12.14.5 Clean Air and Water Acts. This project is subject to both the Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
 - 12.14.6 Debarment and Suspension (Executive Orders 12549 and 12689).
 - 12.14.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
 - 12.14.8 Procurement of Recovered Materials. Consultant shall make maximum use of products containing recovered materials that are EPA-designated items.
 - 12.14.9 Prohibited Telecom and Video Equipment. This project is prohibited from obligating or expending grant funds to certain telecommunications equipment or services produced by Huawei Technologies Company, ZTE Corporation or any subsidiary or affiliate.
 - 12.14.10 Buy America Preferences. This project is subject to domestic procurement preferences.

12.15 Signatories. The signatories hereto do warrant that they are appropriately authorized to execute this Agreement on behalf of the party for which they signed.

12.16 Third Parties. The services to be performed by Consultant are intended solely for the benefit of EOCWD. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement the day first hereinabove written.

CONSULTANT

EAST ORANGE COUNTY WATER DISTRICT

By: _____ By: _____
Authorized Representative [Insert Name and Title] David Youngblood, General Manager

Board Approved: Click here to enter the Board Approved date.

APPENDIX ONE

SCOPE OF SERVICES

The Scope of Services shall be that set forth by EOCWD in its Request for Proposals on August 7, 2026. [If practical attach a copy or if not, provide more specific reference to its location or other identifying information so there is no ambiguity.] In the event that a conflict or contradiction is discovered between the proposal language and EOCWD's standard contract terms, EOCWD's standard contract terms shall prevail.

APPENDIX TWO

FEE SCHEDULE

Fee will be Time and Materials not to exceed \$[contract ceiling] without prior authorization based on the [(attached fee schedule) / (fee schedule below)]. In the event that a conflict or contradiction is discovered between the proposal language and EOCWD's standard contract terms, EOCWD's standard contract terms shall prevail. EOCWD's payment terms are Net 30.

APPENDIX THREE

SCHEDULE FOR COMPLETION

Contract term is [insert calendar days or completion date] based on the [(attached schedule) / (schedule below)].

APPENDIX FOUR

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 provided 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 two million dollars (\$2,000,000) 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 provided to EOCWD) 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), 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 EOCWD, 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 EOCWD has received a waiver of subrogation from the insurer.
4. **Professional Liability** - (Also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or 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 five (5) 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 **five (5)** years after completion of contract work.

Additionally, as to all of the above-referenced policy requirements, if the Consultant maintains broader coverage and/or higher limits than the minimums shown above, EOCWD 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 EOCWD.

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

1. **Additional Insured Status:** EOCWD, 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), 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 as respects to EOCWD, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by EOCWD 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 EOCWD.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by EOCWD. EOCWD 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 EOCWD. .

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 EOCWD.

Verification of Coverage – Consultant shall furnish EOCWD with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by EOCWD 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. EOCWD reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Sub-contractors - Consultant shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that EOCWD its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.