

**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone (760) 329-6448 - FAX (760) 329-2482**

TO: **TKE Engineering, Inc.**
2305 Chicago Ave.
Riverside, CA 92507

DATE: _____

FIRST AMENDMENT TO CONTRACT AGREEMENT

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and TKE Engineering, Inc., parties to an agreement for **On-Call Professional General Engineering Services** (the "Agreement"), dated July 1, 2023.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

This Amendment will increase the contract not to exceed budget from \$250,000.00 to \$271,040.00 (\$21,040.00 increase).

3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return the originals. Upon acceptance by Mission Springs Water District, an executed copy will be returned for your records. Insert the names of your authorized representative(s) below.

Accepted:

Mission Springs Water District

Consultant:

TKE Engineering, Inc.
(Business Name)

By: _____
Brian Macy

Title General Manager

By:  _____
Steve Ledbetter

Title Vice President

Other authorized representative(s):

Eric Weck
Engineering Manager

Other authorized representative(s):

Michael Thornton
President

Terry Renner
Senior Vice President

Consultant agrees with the Mission Springs Water District that:

- a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers against any and all liability 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 Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the 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 Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- c. 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.
- d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs 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 Mission Springs 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 five (5) years after the completion of the contract work. Consultant shall purchase a five-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. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto)

Limit – The consultant shall maintain limits no less than the following:

General liability - coverage of not less than two million (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury, and property damage; (\$4,000,000 general and products-completed operations aggregate (if used)).

1. Auto liability - One million dollars \$1,000,000 for bodily injury and property damage each accident limit.

2. Workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable).

Required Provisions –

- The general liability coverage shall give Mission Springs Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 2010 1185 or both CG 20 10 plus CG 20 37 if a later edition is used) specifically naming the Mission Springs Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
 - The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it".
 - Workers Compensation Insurance – As required by the State of California, with Statutory Limits and Employer's Liability Insurance 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 Mission Springs 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 Mission Springs Water District; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer.
 - Consultant shall require and verify that all sub-contractors maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.
 - 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 Mission Springs Water District.
 - The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
 - 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. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.
- g. 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)."
- h. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.
- i. Professional 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 but not limited to Cal/OSHA requirements.
- j. 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 supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.

- k. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.
- l. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.
- m. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.
- n. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.
- o. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.
- p. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
- q. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.
- r. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or

- any other term, covenant, or condition contained in this Agreement whether of the same or different character.
- s. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.
 - t. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.
 - u. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.
 - v. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.
 - w. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.
 - x. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.
 - y. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.
 - z. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.
 - aa. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.
 - bb. Consultant will act hereunder as an independent contractor. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.
 - cc. Each of the signatories herein hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.

EXHIBIT A

Technical Proposal

Section A: Cover Letter

Section B: Company Overview & Project Approach

Section C: Qualifications

Section D: Project Schedule

Section E: Fee Schedule

Prepared for:



Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Contact: Theresa Murphy, Engineering
Technician II
Phone: (760) 329-6448 ext. 126
E-mail: tmurphy@mswd.org

Prepared by:



TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
Contact: Michael Thornton, P.E., P.L.S., M.S.,
President
Phone: (951) 680-0440
Fax: (951) 680-0490
E-mail: mthornton@tkeengineering.com

February 12, 2024

Theresa Murphy, Engineering Technician II

MISSION SPRINGS WATER DISTRICT

66575 Second Street

Desert Hot Springs, CA 92240

Subject: Water Supply Assessment/Water Supply Verification for the Viento Development Project

Dear Theresa Murphy,

Thank you for the opportunity to present this material outlining TKE Engineering's (TKE) qualifications to provide professional engineering services to Mission Springs Water District (District). Enclosed herein are our qualifications to provide engineering services for developing a Water Supply Assessment (WSA) and Water Supply Verification (WSV) for the Viento Development Project (Project). TKE is a full service, multi-disciplinary consulting firm located at 2305 Chicago Avenue, Riverside, CA 92507. TKE was established in 2000 and over the past 24 years has developed into one of Southern California's leading consulting engineering firms. TKE is highly qualified to perform the services required for successful long-term resource planning. We are enthusiastic about the opportunity to assist the District in bettering its water resource management.

1. Our Team-The District will benefit greatly by continuing the vision, leadership, and dedication to community exhibited by TKE's project team. Our experience in the Coachella Valley region, numerous accomplishments and management skills will help maintain continuity in the planning and management of water resources. In particular, Michael Thornton, our Principal in Charge, has a vast amount of experience with all aspects of water resource planning and management, including the long-term management of the limited water resources within southern California, and more specifically the Coachella Valley. In addition, Steven Ledbetter, our project manager, also has a vast amount of experience with water resource planning and management throughout numerous projects in the Coachella Valley. His excellent project management skills will provide a great benefit to the District, in particular, his experience with water supply and demand analysis, will ensure the precious water resources available to the district are used efficiently providing the maximum value to the public and improve water source reliability. Mr. Ledbetter will be supported by Mr. Renner, project engineer. More detailed information about each member of our project team is presented in our proposal. After reading our proposal, we are sure you will be pleased with the amount of specialized experience our team brings to this project.

2. Our Experience and Qualifications-TKE is a full-service, multi-disciplinary firm that has a comprehensive knowledge of the Coachella Valley Integrated Regional Water Management Plan, Urban Water Management Plans, Mission Creek and Garnet Hill Water and WSA/WSV requirements and does not require the services of a subconsultant. As described in our proposal, TKE has a vast amount of water resource planning experience, having been involved in water resource planning and management throughout the Coachella Valley over the past 13 years. TKE's broad range of successful services includes turnkey program and project management and delivery for a diverse array of water resources projects. The District benefits from our broad range of experience through our intimate understanding of the Coachella Valley and our past history of successfully overcoming water supply challenges.

3. Our Commitment-TKE is committed to assisting the District in achieving its mission of providing, protecting, and preserving our most valuable resource – water. To deliver comprehensive water resource planning, the District

Water Supply Assessment/Water Supply Verification for the Viento Development Project



Mission Springs Water District



desires to partner with consultants to develop planning documents that meet the requirements set forth by the Department of Water Resources, meet the needs of the Project and the District's service area, and provide recommendations on meeting those requirements and needs. TKE is committed to completing all design service tasks working closely with the District's team. To begin to demonstrate this commitment, TKE researched guidance documents and available records prior to proposal preparation. TKE has completed similar plans and is highly qualified to provide all of the services that the District will require for successful WSA/WSV completion.

Prior to beginning any services, TKE's Project Manager will meet to discuss plan requirements and scheduling needs. Our Project Manager will be in contact with District staff to ensure all needs are met within the allotted schedule and are within their allocated budgets. It is this personal touch and contact that define our "local service" approach. We consider ourselves community builders and take ownership of projects assigned to TKE, ensuring that our personnel will be allocated on an as needed basis in order to complete all projects on schedule and on budget.

Our broad array of services and in-house team provides the District a trusted consultant to turn to in any challenge, no matter how simple or complex. We pride ourselves in the management and completion of special, atypical projects and thrive on challenging budgets and deadlines. It is this commitment to service and diverse array of offerings that makes us unique and drives our long-standing relationship with our client base and it is these qualities and that make us "the right fit" for the District.

4. Our Value-TKE's management team and staff are fundamentally committed to creating value in each task that we perform. As such, we have created a professional culture wherein each member of our staff constantly strives for increased efficiency, ultimately allowing us to provide highly professional services at competitive rates. This culture of constant value creation and increased efficiencies ensures that the services contracted to and provided by TKE will always mean good stewardship of public resources.

Thank you for your consideration. TKE very much appreciates the opportunity to submit a comprehensive proposal to provide engineering design services for development of the DHS 109 Development Project WSA/WSV. If you have any questions, please call me at (951) 680-0440 or e-mail me at mthornton@tkeengineering.com.

Sincerely,



Michael P. Thornton, P.E., P.L.S., M.S.
President
TKE Engineering, Inc.



SECTION B | COMPANY OVERVIEW & PROJECT APPROACH

1. FIRM BACKGROUND

TKE Engineering, Inc. (TKE) is a full-service, local, multi-disciplinary firm with a wide range of experience in public improvement projects. TKE employs a team of 51 engineers, surveyors, inspectors, drafters, and administration support staff. More than 90 percent of TKE's core staff has been with us for ten years or more, creating an extremely cohesive team. TKE is a corporation founded in 2000, and in the last 24 years it has developed into one of Southern California's premier full service consulting engineering firms. TKE was established with the goal of providing exceptional service for municipal projects in order to benefit our community. As a result of the focus of a firm on this mission, TKE has earned a reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work. We are a highly motivated, dynamic firm with the goal of being your preferred consultant.

Our broad range of successful services includes water resources engineering, turnkey design, program and project management, construction management, inspection, and delivery for a diverse array of public projects. Mission Springs Water District (District) will benefit from our broad range of experience through our intimate understanding of water resources in the Coachella Valley and our past history of successfully planning and managing these resources. In addition, TKE extensive experience in the Coachella Valley includes participation in development of a Water Management Plan for the Mission Creek, Garnet Hill and Upper Whitewater Subbasins together with development of the Coachella Valley Integrated Regional Water Management Plan (including the original version both updates). Further TKE completed the WSA/WSV for the Vista Rosa Development in the City of Desert Hot Springs. As such TKE has developed a comprehensive understanding of water resources in the Coachella Valley including natural recharge, subsurface flows from adjacent groundwater basins, deep percolation of applied water (return flows), and

artificial recharge. Furthermore, TKE experience includes extensive experience related to groundwater quality issues in the basin and effective strategies to manage the water quality. Finally, TKE continues to assist other Coachella Valley agencies with demand and growth projections.

TKE has also prepared numerous urban water management plans, water supply assessments (WSA), and water supply verifications (WSV). This past experience together with our research of current requirements allows TKE the abilities to provide the District a comprehensive and cost effect WSA/WSV for the DHS 109 Development Project.

The following is a listing of relative services provided by TKE:

CIVIL ENGINEERING

TKE's Civil Engineering projects have included:

- △ Urban Water Management Plans
- △ Water Supply Assessments / Water Supply Verifications
- △ Water Resource Studies
- △ Master Plans
- △ Rate Studies
- △ Infrastructure Master Planning/Capital Improvement Program (CIPs) development and management
- △ Hydrologic Studies/Hydraulic Design
- △ Potable and Recycled Water Infrastructure Funding, Planning, Design, Bidding and Construction
- △ Sanitary Sewer Infrastructure Funding, Planning, Design, Bidding and Construction
- △ Sewer and Water System Hydraulic Analysis
- △ Storm Water Pollution Prevention Plans (SWPPP)
- △ Sediment and Erosion Control Facilities
- △ Hydromodification Studies/Water Quality Management Plans (WQMPs)

2. PROJECT APPROACH

Successful plan delivery is our goal. Our definition of successful plan delivery is:

- △ Plan completion that meets all Water Code and DWR requirements
- △ Plan completion within budget



▲ Plan completion on schedule

Our goal is not limited to the development of the plan only, but includes the incorporation of value engineering and feasibility review. Through the examination of project specific water conservation measures, we will identify that adequate water conservation measures are being implemented and will provide for the greatest opportunity for efficient use of local resources, which allows us to consistently deliver plans that use public resources in a very wise and responsible manner. We have developed this planning approach in order to maintain an expertise in our core business of planning with tight budgetary constraints.

Our approach to your plan, recognizing that both schedule and budget are of primary concern, dictates that plan development decisions must be made quickly but carefully. When this is coupled with the various constraints present with any planning effort, it is critical that the District choose a consultant with a proven track record of delivering. With a familiar team of senior level planning, design, and construction professionals, TKE is the right choice for this project.

With plans of this nature, our experience tells us that there must be a proactive approach to completing the work. This approach includes early identification of critical water supply elements, experience with common challenges, and adhering regulatory requirements throughout the entire process. In preparing this plan, our team spent numerous hours reviewing available records and the RFP to establish key issues so we can be prepared to mobilize on a moment's notice to assist you.

CRITICAL ISSUES

Experience with Common Challenges

Water Code Changes

TKE's extensive experience with previous WSA/WSV's will provided a vast knowledge of seemingly simple but often overlooked legislative details regarding compliance. TKE is extremely familiar with the current WSA/WSV legislative requirements and recently passed updates related to urban water management plans that have a direct impact on developing the WSA/WSV. TKE will ensure the WSA/WSV remains consistent with the District's 2015 Urban Water Management Plan.

Verifying Growth Projections

One of the critical issues with WSA/WSV is determining whether the proposed project's water demand was

accounted for in the most recent urban water management plan. With the urban water management plan serving as the framework for the WSA/WSV, verifying this link between the documents is key if the project were to ever be challenged under CEQA or otherwise.

Timely Completion

TKE is familiar with the water code requirements for a 90 day turn around, and will ensure the final plan is completed in the required time frame.

QUALITY ASSURANCE/QUALITY CONTROL

TKE takes pride in our reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work, and believes that a high level of quality is needed on all planning and PS&E packages. High quality planning and design yields the following tangible results:

- ▲ Path to accommodate for growth
- ▲ Realistic Planning Numbers
- ▲ Ease of oversight
- ▲ Smoother processing
- ▲ Healthy number of bidders
- ▲ Consistent bids
- ▲ Minimized construction support cost
- ▲ Absence of design-related change orders
- ▲ Reduced claims and dispute resolution costs

TKE believes that the most successful quality assurance program is one that is applied inherently throughout the entire planning and design process and all design activities. This program requires not only formal procedures for checking, but encourages the conscientious effort of experienced people to always "create quality" in every task performed throughout the planning and design process.

This program has become a natural element in all aspects of TKE's planning, design, and management activities, and will guide our work on this contract:

- ▲ Staff training and development
- ▲ Assignment of experienced staff
- ▲ Continuity of staffing
- ▲ Project-specific work plan
- ▲ Schedule compliance
- ▲ Comprehensive field review and compilation of site data



- △ Established design procedures
- △ Established detailing standards
- △ Established checking procedures, including independent in-house QA/QC review
- △ Dual (independent) quantity estimates
- △ Review by Constructability expert

This Quality Assurance/Quality Control program is in place to ensure that planning and PS&E documents prepared by TKE continue to exceed the standards of our clients and that we will deliver the project on schedule and within budget



SECTION C | QUALIFICATIONS

I. PROJECT TEAM



Michael Thornton, P.E., P.L.S.,
M.S.

Principal in Charge

P.E. No. 44226

P.L.S. No. 6867

Mr. Thornton, TKE's President, is in charge of all TKE projects. He has over 34 years of experience in engineering planning, design, land surveying and construction management for public works projects. He has worked on a variety of public works engineering projects including sewer improvements, street improvements, park improvements, bike trail improvements, drainage improvements, and reclaimed water system improvements projects. Mr. Thornton is responsible for managing including funding administration, planning, evaluating, and designing these projects and has provided construction engineering and surveying services for many of these same projects assurance and quality control on all documents.



Steven W. Ledbetter, P.E.

Project Manager

P.E. No. 84044

Mr. Ledbetter has over 21 years of professional experience in the civil engineering industry. He has handled various critical and challenging projects from planning through design and implementation; all while ensuring that projects are executed as per specification in the stipulated time with quality. He has a well-rounded background with experience in: preparation and analysis of street and utility improvement plans and specifications including potable and non-potable water, wastewater, and drainage; utility master planning including computer modeling, analysis, and report preparation; water resource planning and management including feasibility studies, urban water management planning, water supply assessments and verifications, integrated regional water management planning, and groundwater management

planning; storm water compliance reporting including water quality management plans and storm water pollution prevention plans and; and grant writing and administration for various State and Federal agency programs



Terry Renner, P.E., P.L.S.,
Q.S.D.

Project Engineer

P.E. No. 69984

P.L.S. No. 9762

Q.S.D No. 24329

Mr. Renner is the Senior Vice President of TKE and the Project Engineer. He has over 24 years experience in civil engineering infrastructure projects, including water and sewer improvements, transportation improvements, drainage improvements, facilities improvements and recreation improvements. He has managed numerous projects and has delivered projects for the water departments of the District, RCSD, SAWCO, and SBMWD, the Counties of Riverside and San Bernardino as well as the cities of Fontana, Rialto, Upland, Riverside, Redlands, El Monte, Moreno Valley, Colton and Corona. As a project manager, Mr. Renner has been responsible for survey and design production, supervising a staff of surveyors, engineers and drafters, coordinating work between the production team and the client, and for submitting all deliverables in a timely manner. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards.

2. QUALIFICATIONS & EXPERIENCE

TKE has extensive experience with an excellent reputation in both the development of resource planning documents and master planning documents. Throughout our history of 19 years serving Southern California, we have provided engineering design and management support services for areas throughout the Inland Empire and Coachella Valley. We have successfully completed complex and challenging planning documents for a variety of municipal agencies who have continued to request that we partner with them in delivering much needed planning tools to their communities.



Water Supply Assessment/Water Supply Verification for the Viento Development Project

Mission Springs Water District



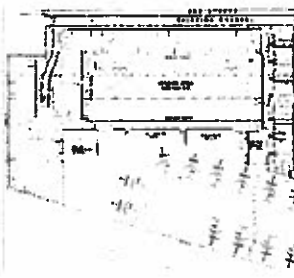
Our water resource planning experience has included the full services of technical analysis, including growth and demand projections, supply reliability analysis, analysis of water conservation measures and programs, and coordination with other regional and local water purveyors necessary for the completion of challenging water resource planning documents.

We are sure that the successful results of our past performance in the delivery of water resource planning documents, along with our firm's proven ability to utilize our experience for a complete and well-engineered approach to resource management, will provide a valuable resource to the District. Project experience has been provided on the following pages.

3. REFERENCES

AGENCY	CONTACT NAME	PHONE NUMBER/ EMAIL ADDRESS	DATES SERVICES PROVIDED (FROM/THROUGH)
Mission Springs Water District 66575 2nd Street Desert Hot Springs, CA 92240	Mr. Brian Macy <i>General Manager</i>	(760) 329-5169 bmacy@mswd.org	2001 – Present
City of San Bernardino Municipal Water Department 1350 S. E Street San Bernardino, CA 92408	Mr. Ted Brunson <i>Development Services Manager</i>	(909) 453-6165 ted.brunson@sbmwd.org	2003 – Present
Rubidoux Community Services District 3590 Rubidoux Blvd. Rubidoux, CA 92509	Mr. Brian R. Laddusaw <i>General Manager</i>	(951) 684-7580 bladdusaw@rcsd.org	2001 – Present
Lake Arrowhead Community Service District 27307 CA-189 Blue Jay, CA 92317	Ms. Catherine Cerri <i>General Manager</i>	(760) 947-1025 ccerri@lakearrowheadcsd.com	2016 – Present
City of Needles 817 3rd Street Needles, CA 92363	Patrick Martinez <i>City Manager</i>	(909) 326-5740 pmartinez@cityofneedles.com	2021 – Present
Rancho California Water District 42135 Winchester Rd Temecula, CA 92589	Randy Neff <i>Principal Engineer</i>	(951) 296-6900 neffr@ranchowater.com	2021 – Present

4 REFERENCES



Eastgate Building No. 1 Water Supply Assessment

San Bernardino, CA

Client Contact
Mr. Ted Brunson
San Bernardino Municipal Water
Department
(909) 453-6165
Ted.Brunson@sbrmwd.org

Project Cost
N/A

Completion Date
December 2018

Project Team
Steven W. Ledbetter, P.E.
Terry Renner, P.E., Q.S.D

Description: The proposed Eastgate Building No. 1 development project includes 658,500 square feet of industrial floor space on approximately 97.48 acres of land. The development will consist of a warehouse building for air cargo use located at San Bernardino International Airport. The development has an estimated water demand of 223 acre-feet per year. In accordance with SB 610, TKE provided an assessment of water supplies available to serve the development over a 20-year period, including normal, single dry, and multiple dry water years.

Services: Services included records research, Project specific water demand analysis, SBMWD service area water supply and demand analysis, and report preparation.



Vista Rosa Water Supply Assessment and Water Supply Verification

Desert Hot Springs, CA

Client Contact
Mr. Danny Friend
Mission Springs Water District
(760) 329-5169 x149
dfriend@mswd.org

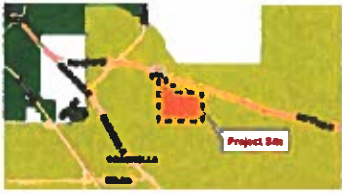
Project Cost
N/A

Completion Date
June 2017

Project Team
Michael P. Thornton, P.E., P.L.S.
Terry Renner, P.E., Q.S.D.
Steven W. Ledbetter, P.E.

Description: The proposed Vista Rosa development includes 1,251 dwelling units of medium density residential and 46 acres of park area on 176 acres of vacant land within the northwestern portion of the City of Desert Hot Springs with an estimated water demand of 1,397 acre-feet per year. In accordance with SB 610, TKE provided an assessment of water supplies available to serve the development over a 20-year period, including normal, single dry, and multiple dry water years. Additionally, in accordance with SB 221, TKE provided verification that adequate water supplies exist to serve the project.

Services: Services included records research, Project specific water demand analysis, District wide water supply and demand analysis, report preparation, and community meetings.



Vista Del Agua Water Supply Assessment

United Engineering Group / City of Coachella, CA

Client Contact
Mr. Beau D. Cooper
United Engineering Group
(909)466-9240
bcooper@unitedeng.com

Project Cost
N/A

Completion Date
Ongoing

Project Team
Steven W. Ledbetter, P.E.

Description: The proposed Vista Del Agua development includes 1,640 single family and multi-family residential units on 275 acres of vacant land within the northern sections of the City of Coachella with an estimated water demand of 1,317 acre-feet per year. In accordance with SB 610, TKE provided an assessment of water supplies available to serve the development over a 20-year period, including normal, single dry, and multiple dry water years.

Services: Services included records research, Project specific water demand analysis, City wide water supply and demand analysis, report preparation, and community meetings.



2015 Urban Water Management Plan Update

City of Coachella, CA

Client Contact
Mr. Scott L. Rogers, P.E.
City of Coachella
(760) 501-8112
srogers@coachella.org

Project Cost
N/A

Completion Date
July 2016

Project Team
Michael P. Thornton, P.E., P.L.S.
Steven W. Ledbetter, P.E.

Description: TKE prepared an update to the City's 2010 Urban Water Management Plan to serve as a long term water resource planning guide for the City, analyzing supply and demand, identifying any potential deficiencies in supplying water to the City over the next 25 years, preparing water management solutions, and allowing the City to quickly and efficiently respond to water shortages in accordance with State requirements. TKE's experience in water resource management allowed us to effectively incorporate all changes to the water code since the last UWMP update into the report (e.g. detailed analysis on water loss and population projection).

Services: Services included records research and data review, analysis of population and growth rates, analysis of water demand, analysis of Climate Change Impacts on demand, analysis of water conservation, compliance with interim conservation target and progression toward 2020 conservation target, analysis of water supply reliability, analysis and recommendations on water shortage contingency planning, analysis of effectiveness of demand management measures, public outreach assistance, and community meetings.



Canyon Creek Resort Water Supply Assessment

Norco, CA

Client Contact
Mr. Rick Hoffman
Lansing Companies
(951) 505-4595
hoffmanconsult@verizon.net

Project Cost
N/A

Completion Date
Ongoing

Project Team
Steven W. Ledbetter, P.E.

Description: The proposed Canyon Creek Resort development includes 551 dwelling units of low and medium density residential, hotel lodging, and 213 acres of open space within the eastern portion of the City of Norco. The development has an estimated water demand of 448 acre-feet per year. In accordance with SB 610, TKE provided an assessment of water supplies available to serve the development over a 20-year period, including normal, single dry, and multiple dry water years.

Services: Services included records research, Project specific water demand analysis, District wide water supply and demand analysis, report preparation, and community meetings.



Diamond Bar General Plan Update

City of Diamond Bar, CA

Client Contact
Mr. Rajeev Bhatia
Dyett & Bhatia
(415) 956-4300
rajeev@dyettandbhatia.com

Project Cost
N/A

Completion Date
On-Going

Project Team
Michael P. Thornton, P.E.,
P.L.S.
Steven W. Ledbetter, P.E.

Description: TKE teamed up with Dyett & Bhatia to prepare the City of Diamond Bar's General Plan Update. TKE prepared an analysis of existing utility systems (water, wastewater, and stormdrain) identifying existing system characteristics and condition, and recommended repairs identified in the City's CIP and/or master plans. Additionally, TKE prepared an alternatives evaluation including a qualitative assessment of the utility infrastructure serving the City and how it meets future demands related to growth projection and proposed land use changes for the alternatives. Lastly, TKE prepared the Environmental Impact Report (EIR) sections for Hydrology, Water Quality, and Utilities. Each EIR section included a review existing information, description of relevant federal, state, and local regulations and agencies, an evaluation and description of potential impacts of the General Plan (e.g. new development and growth in the City).

Services: Services included records research, existing system analysis, report preparation, alternatives analysis, and community meetings.

5. RESUMES



Mr. Michael Thornton, P.E., L.S., M.S.

Project Role Principal-In-Charge

Mr. Thornton, TKE's President, is in charge of all TKE projects. He has over 34 years of experience in engineering planning, design, land surveying and construction management for public works projects. He has worked on a variety of public works engineering projects including street improvements, park improvements, bike trail improvements, drainage improvements, and reclaimed water system improvements projects. Mr. Thornton has been responsible for managing including funding administration, planning, evaluating, and designing these projects and has provided construction engineering and surveying services for many of these same projects.

Education

MS, Civil Engineering,
California State
University, Long Beach

BS, Civil Engineering,
California State
Polytechnic University,
Pomona

Registration

Registered Civil
Engineer, PE 44226
(CA)

Professional Land
Surveyor, LS 6867 (CA)

Affiliations

Riverside-San
Bernardino Counties
Branch, American
Society of Civil
Engineers

American Water Works
Association

California Rural Water
Association

Related Experience

- *Mission Creek and Garnet Hill Water Management Plan, Mission Springs Water District* – Mr. Thornton represented Mission Springs Water District (District) at technical coordination meetings during development of the Water Management Plan (WMP). His responsibilities included representing the District at the meetings, review of technical memorandums and other project deliverables, review of modeling results, preparation of reports and presentation for incorporation in the final report, review and comments to the final report. In addition, he provided numerous presentations to the District's board of directors during plan development as well as during the plan adoption.
- *Coachella Valley Regional Water Management Group (CVRWVG) –* Mr. Thornton to represented Mission Springs Water District (District) at technical coordination meetings from 2009 to 2016. His responsibilities included representing the District at the meetings, review of technical memorandums and other project deliverables, assistance with grant funding applications, and presentations to the District's board of directors. While representing the District at these meetings, Mr. Thornton was responsible for review of the Coachella Valley Integrated Regional Water Management Plan update.
- *2035 General Plan Update Water Supply Assessment, City of Coachella, CA* – The proposed 2035 General Plan Update aids the City in establishing its new identity, an identity that will be realized during the next growth cycle. The 2035 General Plan Update is the community's statement of the community's values and its vision for its future. As part of that vision, a CEQA environmental review is prepared to evaluate impacts related to future growth outlined in the General Plan. Mr. Thornton was the Principal-in-Charge and was responsible for directing staff in preparing a water supply assessment for inclusion as part of the General Plan Update CEQA. In accordance with SB 610, TKE provided an assessment of water supplies available to serve all development up to 2035, including

normal, single dry, and multiple dry water years. Services included records research, water supply and demand analysis, report preparation, and community meetings.

- ***La Entrada Water Supply Assessment, City of Coachella, CA*** – The proposed La Entrada development includes 7,800 dwelling units (mixture of high, medium, low and very low density), mixed-use development with up to 1,520,000 square feet of commercial floor area, schools, parks/recreation, and open space, on 2,200 acres of vacant land within the northeastern sections of the City of Coachella with an estimated water demand of 5,400 acre-feet per year. In accordance with SB 610, Mr. Thornton directed staff in preparing an assessment of water supplies available to serve the development over a 20-year period, including normal, single dry, and multiple dry water years.
- ***Vista Del Agua Water Supply Assessment, United Engineering Group, City of Coachella, CA*** - The proposed Vista Del Agua development includes 1,640 single family and multi-family residential units on 275 acres of vacant land within the northern sections of the City of Coachella with an estimated water demand of 1,317 acre-feet per year. As project manager, Mr. Thornton directed staff in preparing an assessment of water supplies available to serve the development over a 20-year period, including normal, single dry, and multiple dry water years, while ensuring compliance with SB 610. Services included records research, Project specific water demand analysis, City wide water supply and demand analysis, report preparation, and community meetings.
- ***2010 and 2015 Urban Water Management Plan Update, City of Coachella, CA*** - Mr. Thornton directed staff in preparing the long-term resource planning documents for the City to analyze the adequacy of the City to meet the demand needs, both existing and future, of various customer categories over a 20-year planning period, including normal, single dry, and multiple dry water years, consistent with California Water Code Section 10610 through 10656 and SBX7-7. Reports included system descriptions, demand analysis, system supplies, supply reliability and shortage analysis, demand management measures, and demand reduction analysis (20% by 2020). In addition, the 2015 update include tracking progress toward meeting target water demands.



Mr. Steven Ledbetter, P.E.

Project Role Project Manager

Mr. Ledbetter has over 21 years of professional experience in the civil engineering industry. He has been a part of the TKE Engineering's project team since 2003. He has handled various critical and challenging projects from planning through design and implementation; all while ensuring that projects are executed as per specification in the stipulated time with quality. He has a well-rounded background with experience in: preparation and analysis of street and utility improvement plans and specifications including potable and non-potable water, wastewater, and drainage; utility master planning including computer modeling, analysis, and report preparation; water supply planning including feasibility studies, urban water management plans, water supply assessments and verifications; storm water compliance reporting including water quality management plans and storm water pollution prevention plans and; and grant writing for various State and Federal agencies.

Education

BS, Civil Engineering
(Environmental),
California State
Polytechnic University,
Pomona

Registration

Registered Civil
Engineer,
PE 84044 (CA)

Affiliations

Riverside-San
Bernardino Counties
Branch, American
Society of Civil
Engineers

Certifications

Certificate (2010),
Caltrans 24 Hour
Training for Water
Pollution
Control Managers

Related Experience

- *Mission Springs Water District, Desert Hot Springs, CA* - Mr. Ledbetter is currently serving Mission Springs Water District as its District Engineer. He is working with staff to manage more than \$30 million in water and wastewater improvement projects. In addition, Mr. Ledbetter supports the District in several regional water resource planning elements, including Integrated Regional Water Management and Sustainable Groundwater Management. Services include budget development and management, technical analysis, capital project planning and delivery, management of other consultants, and presentations to their board of directors.
- *Vista Rosa Water Supply Assessment and Water Supply Verification, Mission Springs Water District, City of Desert Hot Springs, CA* - The proposed Vista Rosa development includes 1,251 single family residential units on 176 acres of vacant land located in the northwest portion of the City of Desert Hot Springs with an estimated water demand of 1,397 acre-feet per year. As project manager, Mr. Ledbetter prepared an assessment of water supplies available to serve the development over a 20-year period, including normal, single dry, and multiple dry water years, while ensuring compliance with SB 610. In addition, Mr. Ledbetter prepared a verification of water supply sufficiency to serve the development in accordance with SB 221. Services included records research, Project specific water demand analysis, City wide water supply and demand analysis, and report preparation.
- *Vista Del Agua Water Supply Assessment, United Engineering Group, City of Coachella, CA* - The proposed Vista Del Agua development includes 1,640 single family and multi-family

residential units on 275 acres of vacant land within the northern sections of the City of Coachella with an estimated water demand of 1,317 acre-feet per year. As project manager, Mr. Ledbetter prepared an assessment of water supplies available to serve the development over a 20-year period, including normal, single dry, and multiple dry water years, while ensuring compliance with SB 610. Services included records research, Project specific water demand analysis, City wide water supply and demand analysis, report preparation, and community meetings.

- *Eastgate Building No. 1 Water Supply Assessment, San Bernardino, CA* - The proposed Eastgate Building No. 1 development project includes 658,500 square feet of industrial floor space on approximately 97.48 acres of land. The development will consist of a warehouse building for air cargo use located at San Bernardino International Airport. The development has an estimated water demand of 223 acre-feet per year. As project manager, Mr. Ledbetter is providing an assessment of the water supplies available to serve the development over a 20-year period, including normal, single dry, and multiple dry water years.
- *Diamond Bar General Plan Update Infrastructure Analysis, City of Diamond Bar, CA* - The City is in the process of updating their General Plan to aid in establishing its new identity, an identity that will be realized during the next growth cycle of 20-years. The General Plan update is the community's statement of the its values and vision for the future. As part of that vision, TKE prepared a comprehensive infrastructure assessment. TKE is evaluating the adequacy and capability of the backbone infrastructure that is located within or is of benefit to the City's economic development target area, and recommending appropriate regulatory and/or infrastructure improvements that would eliminate any infrastructure deficiencies identified. Mr. Ledbetter is serving as project manager for the infrastructure analysis efforts.
- *2010 and 2015 Urban Water Management Plan Update, City of Coachella, CA* - Mr. Ledbetter prepared the long-term resource planning documents for the City to analyze the adequacy of the City to meet the demand needs, both existing and future, of various customer categories over a 20-year planning period, including normal, single dry, and multiple dry water years, consistent with California Water Code Section 10610 through 10656 and SBX7-7. Reports included system descriptions, demand analysis, system supplies, supply reliability and shortage analysis, demand management measures, and demand reduction analysis (20% by 2020). In addition, the 2015 update include tracking progress toward meeting target water demands.



Mr. Terry Renner, P.E., Q.S.D.

Project Role Project Engineer

Mr. Renner is the Vice President of TKE and has 24 years of experience in civil engineering infrastructure projects, including drainage improvements, sewer and water improvements, transportation improvements, facilities improvements and recreation improvements. He has managed numerous projects and has delivered projects for the City of Moreno Valley as well as the cities of Fontana, Upland, Riverside, Redlands, Rialto, Callmesa, El Monte and Corona. As a project manager, Mr. Renner has been responsible for design production, supervising a staff of engineers and drafters, coordinating work between the production team and the client, and for submitting all deliverables in a timely manner. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards.

Education

BS, Civil Engineering,
California State
Polytechnic University,
Pomona

Related Experience

Continuing Education

Caltrans SWPPP
Certified QSP/QSD
Training

- *1158 Zone Recycled Water Program, City of Fontana, CA* - Mr. Renner was the Project Manager and Design Engineer for this project, which TKE prepared preliminary engineering report, utility permitting, plans, specifications, and estimates for the construction of approximately 50,000 linear feet of recycled water mains ranging from 6" to 24" in diameter. The project included San Bernardino County Flood Control District bridge crossings, DWR pipeline crossings and Southern California Edison easement crossings. TKE prepared a preliminary engineering report that identified potential users, projected use amounts alignment alternatives to provide service, environmental impacts and service retrofits. TKE also assisted with a funding application and processing of the application with the State of California State Water Resource Control Board.

Registration

Registered Civil
Engineer,
PE 69984 (CA)

- *1720 Zone West Transmission Main Pipeline - City of San Bernardino, CA* - Mr. Renner was Project Manager for this project which consisted of the construction of 14,500' of 36" cement mortar lined and coated steel pipe, Metropolitan Water District and San Gabriel Valley Water district encroachment permits, San Bernardino County Flood Control District, US Army Corp of Engineers, and Department of Fish and Game permitting for pipeline bore and jack crossing of Devil's Creek Diversion Channel/Cable Creek, BNSF permitting for bore and jack crossing of railroad at Palm Avenue, and coordination with other agencies for tie-ins to the proposed reservoir site.

Qualified SWPPP
Developer and
Practitioner #24329

Affiliations

Riverside-San
Bernardino Counties
Branch, American
Society of Civil
Engineers

American Public Works
Association

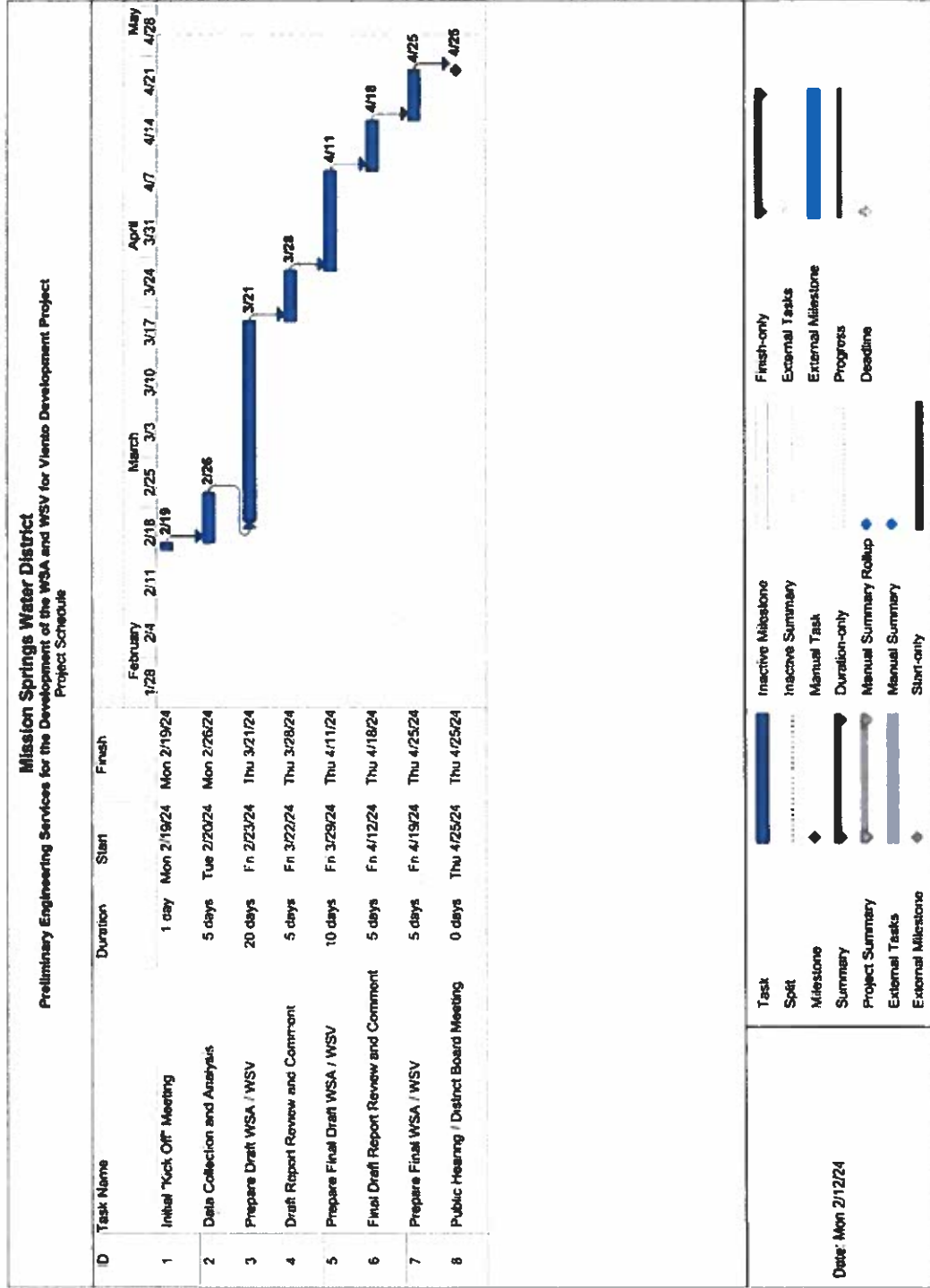
American Council of
Engineering Companies
of California

- *Baseline Gardens Consolidation Project, East Valley Water District, San Bernardino, CA* - Mr. Renner provided project and construction management services for the Baseline Gardens Consolidation Project which is located in the City and Unincorporated Area of San Bernardino County north of Baseline Road. Proposed improvements provided replacement of all existing water main, service laterals and meters and appurtenances for the previously owned Baseline Gardens Mutual Water system which was consolidated by East Valley Water District with State grant funding. TKE provided construction management and inspection services for approximately 18,000

linear feet of water system replacement improvements and 480 service laterals including, pipeline, valves, fire hydrants, meters and appurtenances.

- *Dos Palmas Waterline Replacement, Desert Hot Springs, CA* - Mr. Renner managed the Dos Palmas Water Replacement Project is located in the City of Desert Hot Springs north of Dillon Road. TKE provided aerial target layouts with aerial mapping provided by Aerotech Surveys for construction document preparation for approximately 36,100 linear feet of water system replacement improvements including, pipeline, valves, fire hydrants, meters and appurtenances. Proposed improvements provided replacement for leaky pipelines and services with State grant funding. TKE also prepared legal descriptions, right-of-way acquisition plats, temporary construction easement plats and grant and easement deeds for 5 separate parcels. TKE prepared a successful grant application through the Department of Water Resources providing \$5 million dollars to Mission Springs Water District.
- *Jurupa Street Recycled Water Main Project, Ontario Municipal Utilities Company, City of Ontario, CA* - Mr. Renner was the Project Manager and Design Engineer for this project, which TKE prepared design, utility coordination, utility verification, plans, specifications, estimates and coordination with local businesses for the construction of approximately 4,700 linear feet of 8" recycled water main and related appurtenances. The project constructed an infill recycled water main to connect a previously constructed recycle water main which was currently serving potable water to the existing recycled water system.
- *Mission Boulevard Pipeline, Rubidoux Community Services District, City of Jurupa Valley, CA*- Mr. Renner performed construction administration services for approximately 4,700 linear feet of 24" cement mortar lined and coated steel pipe water main improvements to two separate contractor's performing work simultaneously. The project included restrained joints, system appurtenances, and connections to the existing system and interconnection to Jurupa Community Services District.

SECTION D | PROJECT SCHEDULE



SECTION E | FEE SCHEDULE

Mission Springs Water District										
Water Supply Assessment/Water Supply Verification for Viento Developmental Project										
Consulting Engineering Fee										
Task No	Task	Principle In Charge Hours	Principle In Charge \$	Project Manager Hours	Project Manager \$	Project Engineer Hours	Project Engineer \$	Clerical Hours	Clerical \$	Total \$
Scope of Services										
Task 1	Project Meetings, Communications, Presentations	2	\$ 360	12	\$ 2,160	8	\$ 1,360	4	\$ 560	\$ 4,040
Task 2	Data Collection and Analysis	4	\$ 720	12	\$ 2,040	4	\$ 560	4	\$ 1,720	\$ 4,280
Task 3	Drath Water Supply Assessment	1	\$ 220	16	\$ 2,880	40	\$ 6,800	2	\$ 180	\$ 10,580
Task 4	Final Water Supply Assessment	2	\$ 360	4	\$ 720	12	\$ 2,040	2	\$ 180	\$ 3,300
		8	\$ 1,440	36	\$ 6,360	72	\$ 12,160	12	\$ 1,080	\$ 21,040
										Total Fee: \$ 21,040
Rates:										
	Principle In Charge		\$ 180	HR						
	Project Manager		\$ 170	HR						
	Project Engineer		\$ 160	HR						
	Clerical		\$ 90	HR						

TKE Engineering, Inc.



Water Supply Assessment/Water Supply Verification for the Viento Development Project

Mission Springs Water District



EXHIBIT B

Term, Early Termination & Notice

Preparation of a Water Supply Assessment/Water Supply Verification for the Project Viento Development Project

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire five (5) months from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the District and TKE Engineering, Inc. for Preparation of a Water Supply Assessment/Water Supply Verification for the Project Viento Development Project in force prior to the effective date of this agreement.

B. Early Termination of Agreement

This agreement may be terminated at any time upon a thirty (30) day written Notice from either party, and without fault or claim for damages by either party.

C. Notice

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and TKE Engineering, Inc.

OWNER

Attn: Eric Weck
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
eweck@mswd.org

CONSULTANT

Attn: Michael P. Thornton
TKE Engineering, Inc.
2305 Chicago Ave.
Riverside, CA 92507
mthornton@tkeengineering.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY:**

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance** :

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract or agreement described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Alienated Premises

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

- b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

- 1. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. Worked on; or
- b. Used in your manufacturing process.

- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

SECTION II - LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury"**, paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14. "Personal and advertising injury"**:

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured, paragraph 3.b.:**

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.
- 8. Unintentional Failure to Disclose Hazards**
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**
Representations
We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.
- 9. Unintentional Failure to Notify**
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**
Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization	Location And Description Of Completed Operations
BLANKET- AS REQUIRED BY CONTRACT	ALL LOCATIONS WORK IS BEING PREFORMED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

For the purpose of coverage provided by this endorsement, the following changes are made to **SECTION II - LIABILITY:**

A. The following is added to SECTION II - LIABILITY, C. Who Is An Insured:

Any person or organization shown in the Schedule above is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule above, performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or

agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. The following is added to SECTION II - LIABILITY, D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No. Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Insurance Underwriters Inc		19917
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

COVERAGES

CERTIFICATE NUMBER: W32669483

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEXNYABCETE006	10/15/2023	10/15/2024	Per Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Preparation of a Water Supply Assessment/Water Supply Verification for the Project Viento Development Project.

CERTIFICATE HOLDER

CANCELLATION

Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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