PAJARO VALLEY WATER MANAGEMENT AGENCY

36 BRENNAN STREET • WATSONVILLE, CA 95076
TEL: (831) 722-9292 • FAX: (831) 722-3139
info@pvwater.org • https://www.pvwater.org

Board of Directors Meeting **Teleconference**
August 18, 2021, 6:00 p.m.

SPECIAL MEETING AGENDA

Due to COVID-19, Public access is limited to teleconference. See below for instructions.

Agenda Item

Note: The Board may take action on any item listed on the agenda.

1. **Call to Order**

2. **Roll Call of the PV Water Directors:** Amy Newell (Chair), Bob Culbertson (Vice-Chair), Javier Zamora, Mary Bannister, Tom Broz, Stephen Rider, Abel Sanchez

3. **Pledge of Allegiance**

4. **Discussion and/or Action Items**
   A. Consider Approval of Resolution 2021-14 Declaring an Emergency Pursuant to Public Contract Code §22035 and §22050 for Blend Well 1 Repairs, and Approving Agreement with Roy Alsop Pump & Drilling, Inc. for Blend Well 1 Emergency Repair Work
      1. Introduction by staff
      2. Questions from Board
      3. Public comment
      4. Board discussion and deliberation
      5. Board action

5. **Future Meetings**
   A. Project & Facility Operations Committee, Wednesday, August 25, 2021, 3:00 p.m. Teleconference
   B. Ad-Hoc Adaptive Management Plan Committee, Thursday, September 2, 2021, 2:00 p.m. Teleconference
   C. Ad Hoc Sustainability Groundwater Planning Advisory Committee, Thursday, September 9, 2021, 2:00 p.m., Teleconference
   D. Administrative/Finance Committee, Tuesday, September 14, 2021, 3:00 p.m., Teleconference
   E. Board of Director's Meeting, Wednesday, September 22, 2021, 7:00 p.m., Teleconference
   F. Project & Facility Operations Committee, Wednesday, September 29, 2021, 3:00 p.m., Teleconference

Convene to Closed Session

Closed session – 1 Item

Conference with Real Property Negotiators – (Cal. Gov't Code §54956.8)

a. **Property APN's and Owners:**
   - 051-101-07 – Marco A. Murillo and Ma Estela Murillo, Jesus Murillo and Carmen Murillo;

- 051-101-47, 48, 49 – Jacqueline L. Copriviza, Successor Trustee of the Tony and Mary Lipanovich 1991 Revocable Trust Dated June 19, 1991;
- 051-101-10 & 12-Tony T. Lazaro & Lisa G. Lazaro, Husband and Wife as Community Property;
- 051-101-19 & 18-De Sieyes Brothers LLC;
- 051-101-20 & 15-Taurino Gomez and Maria Gomez, Husband and Wife;
- 051-101-13, & 22-Taurino Gomez and Maria Gomez, Husband and Wife;
- 051-101-11, 24-Janet B. Banovac, Trustee of the Janet Braycovich Banovac Separate Property Trust;
- 051-101-50-Diffenbaugh Family Farms LLC;
- 051-441-02-Tony T. Lazaro and Liza G. Lazaro Revocable Inter Vivos Trust;
- 051-441-11 & 04-Frank W. Capurro, as Successor Trustee of the Capurro Survivor's Trust UAD June 6, 1984, as to an undivided Twenty Five Percent Interest, Frank W. Capurro, as Successor Trustee of the Capurro Bypass Trust UAD June 6, 1984, as to an Undivided Twenty Five Percent Interest, Paul A. Scherer, An Unmarried Man, an Undivided Twenty Five Percent Interest and John R. Scherer, An Unmarried Man, an Undivided Twenty Five Percent Interest;
- 051-441-12-Jessie Maragoni, Trustee of the Maragoni Surviving Spouse "A" Trust;
- 051-651-05 & 01, E. Allen Harryman and Janice C. Harryman, As Successor Co-Trustees of the Janet Imwalle Trust dated February 10, 1994

Agency Negotiators: Brian Lockwood, Richard Smith
Under Negotiation: Price, terms of payment, or both

Report on Closed Session

NOTES

The City Council Chambers is an accessible facility. If you wish to attend a meeting and you will require assistance in order to attend and /or participate, please call the Agency at (831) 722-9292 in advance of the meeting and every effort made to accommodate your attendance and participation.

This agenda is subject to revision and maybe amended prior to the scheduled meeting. If amended, a Final Agenda to be posted at PV WATER, 36 Brennan Street, Watsonville and at the location where meeting will be held, 72 hours prior to the meeting. Copies of the Final Agenda will be available at the Board Meeting. This Agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1900 (42 U.S.C. Sec. 12132) and the Ralph M. Brown Act (Cal. Govt. Code Sec. 54954.2). Persons requesting a disability-related modification or accommodation should contact PV WATER at (831) 722-9292 during regular business hours at least 24 hours prior to the time of the meeting.

Agenda documents are available for review, on the Monday following posting of the agenda, in person at PV Water, 36 Brennan St. Watsonville, or on the website: http://www.pvwater.org/board-and-committees/director-agendas.php

Translation Services/Servicios De Traduccion

Spanish language translation is available on an as needed basis. Please make advance arrangements with the PV Water Board Secretary, 36 Brennan St. Watsonville, CA or by telephone (831) 722-9292.
Se proven servicios de interpretacion segun se necesiten. Sirvase contactar a la secretaria de Directiva de la Agencia para hacer preparativos.

Public Access to Board of Directors Meeting

You can attend the meeting from your computer, tablet or smartphone (may require app).
By Computer:
https://www.gotomeet.me/PVWater/board-of-directors
By Phone:
United States (Toll Free): 1 (877) 309-2073 Access Code: 347-473-301#
Please Note: Meeting materials are posted at: https://www.pvwater.org/director-agendas

MEMORANDUM

DATE: August 18, 2021
MEETING OF: August 18, 2021
TO: Board of Directors
FROM: General Manager
RE: **DISCUSSION / ACTION ITEM 4A**: Consider Approval of Resolution 2021-14 Declaring an Emergency Pursuant to Public Contract Code §§ 22035 and 22050 for Blend Well 1 Repairs and Approving Agreement with Roy Alsop Pump & Drilling, Inc. for Blend Well 1 Emergency Repair Work

---

BACKGROUND

Blend Well 1 (BW1) is a critical component of PV Water's supplemental water supply and supplies water to the Coastal Distribution System (CDS) at a rate of approximately 1,500 gallons per minute (GPM). Operations staff placed BW1 "Out-of-Service" on August 11, 2021 because of mechanical malfunctions. Staff has not been able to operate the well since. PV Water leases BW1.

DISCUSSION

BW1 is an important supplemental water supply facility. The water BW1 provides to the CDS serves to increase the overall supplemental water supply and improve the quality of delivered water by diluting salts that naturally occur in recycled water. Operations staff rely on this facility to meet customer demand during peak days and when other supplies are limited. Given the record high demand this year, BW1 has been especially important.

Shortly after learning of mechanical issues with BW1, staff contacted a pump contractor to assess the situation. The contractor pulled the pump on August 12, 2021 in order to inspect it, and found that repairs need to be made. Following inspection, the contractor provided a scope of work and budget to repair BW1. The cost estimate provided by the contractor is $39,296.

PV Water is subject to the Uniform Public Construction Cost Accounting Act, codified in Public Contract Code §§ 2200 *et seq.* Public Contract Code §§22035 and 22050 provide that in an emergency, a local public agency, after a four-fifths vote of its governing body, may repair or replace a public facility, take any other action required by the emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids. (Pub. Contract Code §§ 22035 and 22050(a)(1); *see* Pub. Contract Code § 1102 ("emergency" defined)).

Public Contract Code §22035 provides:

(a) In cases of emergency when repair or replacements are necessary, the governing body may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the governing body, by contractor, or by a combination of the two.
(b) In case of an emergency, if notice for bids to let contracts will not be given, the public agency shall comply with Chapter 2.5 (commencing with Section 22050).

Public Contract Code § 1102 defines the term "emergency," to mean "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

Public Contract Code §22050 sets forth the emergency contracting procedures. Notably, before taking action, the governing body must make a finding, based on substantial evidence memorialized in the minutes of its meeting, that the emergency will not permit the delay resulting from competitive bidding and that the action is necessary to respond to the emergency. (Pub. Contract Code § 22050(a)(2)). Public Contract Code §22050 also requires a 4/5 vote for contracting for emergency bids without competitive solicitation.

Staff has reviewed this situation with general counsel and will provide a summary of actions required to proceed with emergency repairs.

FISCAL IMPACT

The estimated cost to perform the emergency repair work on BW1 is $39,296 plus any change order increasing the agreement amount by not more than 10% of the agreement price.

STAFF RECOMMENDATION

The Board approve Resolution 2021-14 Declaring an Emergency Pursuant to Public Contract Code §§ 22035 and 22050 for Blend Well 1 Repairs, and Approve an Agreement, in substantially the same form as the one attached, with Roy Alsop Pump & Drilling Inc. for Blend Well 1 Emergency Repair Work.

ATTACHMENTS

- Resolution 2021-14 Declaring an Emergency Pursuant to Public Contract Code §§ 22035 and 22050 for Blend Well 1 Repairs, and Approving Agreement with Roy Alsop Pump & Drilling, Inc. for Blend Well 1 Emergency Repair Work
- Agreement with Roy Alsop Pump & Drilling, Inc. for Blend Well 1 Emergency Repair Work

Resolution 2021-14

A Resolution of the Board of Directors of the Pajaro Valley Water Management Agency

Declaring an Emergency Pursuant to Public Contract Code §§ 22035 and 22050 for Blend Well 1 Repairs and Approving Agreement with Roy Alsop Pump & Drilling, Inc. for Blend Well 1 Emergency Repair Work

---

The Board of Directors of the Pajaro Valley Water Management Agency does hereby find:

WHEREAS, the Pajaro Valley Water Management Agency ("PV Water" or "Agency") is a public agency formed and existing under the provisions of the Pajaro Valley Water Management Agency Act ("Agency Act") (Water Code Appendix, Chapter 124), and all acts and laws amendatory thereof or supplementary thereto, and possessing all the powers thereof; and

WHEREAS, Blend Well 1 ("BW1") is a critical component of the Agency's supplemental water supply and provides water to the Coastal Distribution System ("CDS") at a rate of approximately 1,500 gallons per minute ("GPM"); and

WHEREAS, the CDS supplies supplemental water to approximately 5,800 acres of prime agricultural land in order to reduce groundwater overdraft and halt seawater intrusion; and

WHEREAS, PV Water's operations staff were required to place BW1 "Out of Service" on August 11, 2021 because of a sudden and unexpected mechanical malfunction; and

WHEREAS, the loss of supply provided by BW1 in combination with the loss or reduction of other Agency supplemental supplies such as recycled water may lead to crop loss; and

WHEREAS, PV Water staff has taken preliminary steps to evaluate the status of BW1 and necessary repairs; and

WHEREAS, repairs to BW1 are expected to require a period of up to 30 days; and

WHEREAS, if public bidding procedures are not used, the project completion date is expected to be September 17, 2021; and

WHEREAS, if public bidding procedures are used, project completion is expected to be November 17, 2021, or later, causing a clear, imminent, and serious risk to the Agency's supplemental water supply and those who rely on it; and

WHEREAS, the risks of delay from following the public bidding process under the current water supply conditions require immediate action to prevent or mitigate the loss or impairment of property or essential public services and outweigh any benefits received from securing public bids; and

WHEREAS, the Agency is subject to the Uniform Public Construction Cost Accounting Act set forth in Public Contract Code §§ 2200 *et seq*.; and

WHEREAS, Public Contract Code § 22035 provides that in cases of emergency the Agency Board, as the governing body of the Agency, may (and upon compliance with Public Contract Code § 22050) proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice of bids to let contracts. The work may be done by day labor under the direction of the governing body, by contractor, or by a combination of the two; and

WHEREAS, Public Contract Code § 1102 defines an emergency to mean a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services; and

WHEREAS, Public Contract Code § 22050 provides contracting procedures without giving notice for bids to let contracts for these emergencies; and

WHEREAS, Public Contract Code § 22050 also provides that the governing body may, by a four-fifths vote, delegate, by resolution or ordinance, to the appropriate Agency manager the authority to order any action pursuant to Public Contract Code § 22050(a)(1); and

WHEREAS, the Agency received a quote with scope of work from Roy Alsop Pump & Drilling, Inc. ("Alsop"), a reputable and qualified licensed contractor, for the BW1 emergency repair work, with an amount of Thirty Nine Thousand, Two Hundred Ninety Six and 01/100 Dollars ($39,296.01); and

WHEREAS, based on the foregoing, PV Water staff recommends that the Board approve the agreement with Alsop for the BW1 emergency repair work.

NOW, THEREFORE BE IT RESOLVED AND ORDERED THAT, the Board of Directors of the Pajaro Valley Water Management Agency hereby adopts, by at least a four-fifths vote herein recorded, the following to be effective immediately and throughout the duration of BW1 repairs:

1. All of the foregoing recitals are true and correct, and are incorporated herein.
2. The Board finds on the basis of the foregoing that the loss of BW1 is a threat to a secure supplemental water supply for those who rely on it.
3. The Board finds on the basis of the foregoing that an emergency exists within the meaning of Public Contract Code §§ 1102, 22035, and 22050, in that there is a danger to property and/or essential public services, and that such emergency requires immediate repairs or replacements to BW1 pursuant to Public Contract Code §§ 22035 and 22050.
4. The Board further finds that due to the water supply emergency, the Board will proceed at once with the BW1 repair work pursuant to and in compliance with Public Contract Code §§ 22035 and 22050, without giving notice for bids to let contracts.
5. The Board further finds, pursuant to Public Contract Code § 22050, that the water supply emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

6. The Board, pursuant to Public Contract Code §§ 22035 and 22050, awards an agreement for the BW1 emergency repair work to Alsop and authorizes the General Manager to execute an agreement in substantially the same form as that included in the agenda packet with Alsop in the amount of Thirty Nine Thousand, Two Hundred Ninety Six

Thousand and 01/100 Dollars ($39,296.01), plus any change order increasing the agreement amount by not more than 10% of the agreement price.

7. The Board, pursuant to Public Contract Code § 22050(b), hereby delegates to the Agency General Manager the authority to order any additional action allowed pursuant to Public Contract Code §22050(a)(1).
8. The Board shall review the above emergency action pursuant to the requirements of Public Contract Code § 22050(c).
9. This Resolution is effective immediately upon its adoption.

PASSED AND ADOPTED by the Pajaro Valley Water Management Agency, County of Santa Cruz, State of California, the **18th** day of **August 2021,** by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Amy Newell, Chair

Attest:

_____

Laura R. Taay, Board Secretary

PAJARO VALLEY WATER MANAGEMENT AGENCY

36 BRENNAN STREET • WATSONVILLE, CA 95076
TEL: 831) 722-9292 FAX: 831) 722-3139
email: info@pvwater.org • www.pvwater.org

August 18, 2021

Roy Alsop Pump & Drilling, Inc.
1508 Abbott Street
Salinas, CA 93901

Re: Agreement for Services

This letter sets forth the agreement between **Pajaro Valley Water Management Agency** ("PV Water") and **Roy Alsop Pump & Drilling, Inc**. ("Consultant") for professional services related to:

BLEND WELL 1 EMERGENCY REPAIR WORK

1. **Scope of Services**: PV Water hereby engages Consultant for the services as more specifically described in Scope of Work attached hereto as **Exhibit A**, and made a part of, this letter agreement ("Agreement").

2. **Term of Agreement:** The term of this Agreement shall be effective on August 19, 2021 and terminate on December 31, 2021 unless terminated sooner pursuant to the terms of this Agreement. The Parties' authorized representatives (defined below) shall have the authority to extend this term by written amendment to this Agreement.

3. **Compensation:** The fee for services and fee estimate is attached hereto **Exhibit A**, and made a part hereof.

4. **Payment:** Payment for services rendered under this Agreement shall not exceed Thirty Nine Thousand Two Hundred Ninety Six Dollars and 01/100 (**$39,296.01**)

5. **Method of Payment:** Consultant shall prepare and submit to PV Water a detailed invoice for the services described herein. PV Water shall pay the amount of the invoice within thirty (30) days after the receipt of the invoice, subject to a finding by PV Water that work performed has been satisfactory and that payment is for the work specified herein.

6. **Indemnification**: Consultant agrees to indemnify, defend, and hold harmless PV Water, its directors, officers and employees from and against any and all claims, demands, actions, damages, or expenses, (including attorney's fees and costs) arising in any way related to the obligations or performance of this Agreement by the Consultant, Consultant's employees or agents, except where caused by the sole or active negligence, or willful misconduct of PV Water.

7. **Insurance Requirements:** Consultant agrees to procure and maintain the insurance coverages and limits as required by PV Water prior to the commencement of work, as specified in **Exhibit "B".**

8. **Amendment:** Except as otherwise provided in this Agreement, neither this Agreement nor any provision hereof may be waived, modified, amended, or discharged, or terminated except by an instrument in writing signed by the Parties, and then only to the extent set forth in such writing.

9. **Termination:** PV Water may terminate this Agreement at any time, with or without cause, in its sole discretion, by giving written notice to Consultant at least thirty days (30) prior to such termination. Upon notice of termination, Consultant will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. PV Water's only obligation to the Consultant will be just and equitable payment for services authorized by, and received to the satisfaction of PV Water up to and including the effective date of termination. All finished or unfinished work or documents procured or produced under the Agreement will become property of PV Water upon the termination date.

10. **Dispute Resolution:** The Parties agree to act in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. If no resolution is achieved, and if the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation. Notwithstanding the foregoing provisions, nothing contained in this Agreement shall impair the parties' right to pursue any and all legal remedies.

11. **Entire Agreement:** This Agreement, together with Exhibits and/or attachments and any agreements provided for herein, constitute the entire understanding between the Parties with respect to the matters set forth herein, and they supersede all prior or contemporaneous understandings or agreements between the Parties with respect to the subject matter hereof, whether oral or written.

12. **Consultant's Records:** Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred related to this Agreement. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final payment for Consultant's services.

13. **Independent Contractor:** In the performance of its work, it is expressly understood that Consultant, including Consultant's employees and agents, is an independent contractor

solely responsible for its acts and omissions, and Consultant shall not be considered an employee of PV Water for any purpose.

14. **Consultant Not an Agent:** Except as PV Water may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of PV Water in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind PV Water to any obligation whatsoever.

15. **Construction:** Consultant acknowledges fully reviewing this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

16. **Severability:** If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be deemed to be served or deleted from this Agreement and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.

17. **Counterparts:** This Agreement may be executed in counterparts, which, together, shall constitute one and the same instrument. Electronic, facsimile and scanned pdf signatures and copies of this Agreement shall be accepted as originals.

Sincerely yours,
Pajaro Valley Water Management Agency

By: _____
Brian Lockwood
General Manager

The undersigned understands and agrees to the terms and conditions set forth in this Agreement and is duly authorized to enter into this Agreement.

Date: _____, 2021

Roy Alsop Pump & Drilling, Inc.

By: _____
Michael Flower

EXHIBIT A

ROY ALSOP PUMP & DRILLING, INC.

SINCE 1873 - CSLB #569945

PUMPS & PRESSURE SYSTEMS Well Drilling **SALES AND SERVICE**

ELECTRIC MOTOR REWINDING & REPAIR

8/17/2021

MR. CHUY MARTINEZ
PVWD

ESTIMATE NO. E6784
DESCRIPTION MINE RANCH, PUMP BW1
TURBINE REPAIR

1500 GALLONS PER MINUTE @ 79' PWL PLUS 15PSI

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	REPLACE 4 X 45' RUNS OF WIRE TO THE MOTOR	$1,833.92	$1,833.92
1	PULL TURBINE, HAUL TO SHOP AND DISASSEMBLE FOR INSPECTON	$3,294.72	$3,294.72
1	WELL VIDEO SURVEY	$1,647.36	$1,647.36
1	BAIL OIL FROM WELL & DISPOSE - ESTIMATE FOR 1 DAY	$2,471.04	$2,471.04
1	SIMFLO 2-STAGE SJ12H BOWL UNIT, 40 FT 20' X 10" T&C BUTT COLUMN, 120' X 2" X 1 1/4" TUBE & SHAFT ASSEMBLY, 10' X 8" SUCTION WITH GALV CONE STRAINER, RUBBER SPIDERS, INSTALLED	$24,249.12	$24,249.12
1	MACHINE WORK AT PUMP HEAD, BORE AND BUSH OIL NUT, MAKE-UP NEW HEAD SHAFT AND MOTOR SHAFT	$2,882.88	$2,882.88
1	CLEAN, BAKE, AND DIP 75HP MOTOR, BALANCE ROTOR, INSTALL 1 NEW UPPER AND 1 LOWER BEARINGS, TEST AND PAINT	$2,916.97	$2,916.97

1504 HIGHWAY 183•SALINAS, CALIFORNIA 93907• (831) 424-3946

TOTAL **$39,296.01**

UNIT PRICES INCLUDE SALES TAX
ESTIMATE GOOD FOR 30 DAYS

EXHIBIT "B"

Insurance Requirements

Consultant shall procure and maintain insurance as follows:

1. **Commercial General Liability Insurance.** Commercial general liability insurance, including products and completed operations, property damage, bodily injury, personal and advertising injury with limits of not less than $1,000,000 each occurrence and $1,000,000 aggregate.

2. **Automobile Liability Insurance.** Automobile liability insurance covering automobile bodily injury and property damage, including all owned (if any), hired and non-owned autos, with limits of not less than $1,000,000 each accident. If Consultant acquires any owned vehicles, Consultant shall provide insurance as above.

3. **Professional Liability Insurance**. Limits of liability in amounts not less than $1,000,000 per occurrence or claim and $1,000,000 aggregate, insuring Consultant and its employees against liabilities arising out of or in connection with the negligent acts, errors, or omissions of any of the foregoing in connection with the carrying out of their professional responsibilities relating to this Agreement. Consultant shall renew continuous coverage or extend the reporting period, to the extent available, by endorsement or otherwise, for claims five (5) years from the date this Agreement is terminated. Such professional liability policies shall include coverage for liability assumed by the Consultant under this Agreement for losses arising out of Consultant's negligence.

4. **Workers' Compensation and Employer's Liability Insurance.** Worker's Compensation as required by the Labor Code of the State of California and Employer's Liability Insurance for all employees in workplaces involved in this Agreement. Employer's liability insurance in the amount of, at least, $1,000,000 per accident for bodily injury or disease. ****The Certificate of Insurance shall include waiver of subrogation endorsement in favor of PV Water.**

5. **Other Requirements**.

    a. **Additional Insured Endorsement.** The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions: **The Pajaro Valley Water Management Agency, its directors, officers, employees, and authorized volunteers are to be additional insured**. The coverage shall contain no special limitations on the scope of protection afforded to PV Water, its directors, officers, employees, or authorized volunteers.

b. **Primary Insurance.** For any claims related to this Agreement, Consultant's insurance shall be primary insurance as respects PV Water, its directors, officers, employees, and authorized volunteers, individually and collectively. Any insurance, self-insurance, or other coverage maintained by PV Water, its directors, officers, employees, or authorized volunteers shall be in excess of Consultant's insurance and shall not contribute to it.

c. **Cancellation**. The policies specified above are to state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to PV Water.

d. **Changes**. If any change is made in the insurance carrier, scope of coverage or retroactive date of professional liability coverage required under this Agreement, Consultant shall notify the PV Water within three (3) working days.

e. **Evidence of Insurance.** Prior to execution of this Agreement, Consultant shall file with PV Water, on forms acceptable to PV Water, certificate(s) of insurance and additional insured endorsements, as specified above.

f. **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the PV Water. At the option of PV Water, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

g. **Acceptability of Insurers**. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-VII or equivalent or as otherwise approved by PV Water.

h. **Special Risks or Circumstances.**
PV Water reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.