



Client Initials	Consultant Initials
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NV5 Project No. _____

Agreement entered into on this date of March 16, 2026 by and between:

Client:	Apple Valley Foothill County Water District	Consultant:	NV5, Inc.
Contact Name:	Daniel Smith	Contact Name:	James F. Owens
Address:	22545 Del Oro Road	Address:	15092 Avenue of Science, Suite 200
City, St, Zip:	Apple Valley, CA 92308	City, St, Zip:	San Diego, CA 92128
Phone:	(760) 247-1101	Phone:	858-385-0500
Fax:		Fax:	858-385-0400
Email:	dsmith@avfwater.org	Email:	james.owens@nv5.com

Client and Consultant agree as follows:

A. Client retains Consultant to perform services for: Water Connection Fee Calculation hereinafter called "project"

B. Consultant agrees to perform the following scope of services:

See attached letter proposal dated February 19, 2026

C. Client agrees to compensate Consultant for such services as follows:

See attached letter proposal dated February 19, 2026

D. This agreement is subject to the Provisions of this Agreement contained in paragraphs 1 through 52, and the provisions of the exhibits attached hereto and made a part hereof. (Exhibits listed below.)

a.

Client and Consultant agree that the following provisions shall be part of this Agreement:

- Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
- This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
- This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Neither Client nor Consultant shall assign claims arising from the agreement without the prior written consent of the other.
- This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
- Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the agreement.
- If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.
- This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
- Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay governmental fees and charges which are necessary for Consultant to perform services pursuant to the terms of this Agreement.
- All reports, plans, specifications, field data and notes and other work products produced under this Agreement, including all such documents on electronic media, shall become the property of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared.
- Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client acknowledges that all documents on electronic files, or drawings, reports and data on any form of electronic media generated and furnished by the Consultant, are not final plans or documents. Client shall be responsible for any such use of all non-final plans, specifications, drawings, cost estimates, reports, electronic files or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from a violation of this paragraph by Client.

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12. [INTENTIONALLY OMITTED]
13. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this Agreement, or by amendments to this Agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing; provided, however, that if Consultant obtains information during the course of its performance under this Agreement that would lead it to believe that a soils test or survey might be necessary, it shall promptly so advise Client.
14. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 29. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 29. If Client is in default regarding the Client's payment obligations under this Agreement, and Client requests Consultant continue providing some or all services, Consultant has no obligation to provide any further services unless Client provides financial assurances satisfactory to Consultant.
15. If the scope of services to be provided by Consultant pursuant to the terms of this Agreement includes an ALTA survey, Client agrees that Consultant may sign one of the ALTA survey statements attached to this Agreement and incorporated herein by reference. In the event Consultant is required to sign a statement or certificate which differs from the ALTA survey statements contained in the attachment to this Agreement, Client hereby agrees, to the extent permitted by law, to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment to this Agreement.
16. If the scope of services to be provided by Consultant pursuant to the terms of this Agreement includes the preparation of grading plans but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this Agreement for such services as extra services in accordance with paragraph 29.
17. Unless the scope of services to be provided by Consultant expressly includes Consultant's assistance in determinations regarding the application of prevailing wages, Client and Consultant acknowledge that it is Client's exclusive responsibility to determine whether the project, which is the subject of this Agreement, is a "public work" as defined in California Labor Code Section 1720, or whether prevailing wage rates are to be paid to certain workers in connection with the project, or determine the rate of prevailing wages to be paid certain workers. Consultant will develop its schedule of labor rates in reliance on the determinations of Client. In the event of a dispute regarding whether the project is a "public work", whether prevailing wages are to be paid, or the amount of prevailing wages to be paid to individual workers, Client agrees to pay Consultant for any and all additional costs and expenses (including additional wages, penalties & interest) incurred by Consultant and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to the Client's determinations regarding the application of or payment of prevailing wages.
18. If the scope of services contained in this Agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees, to the extent permitted by law, to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the gross negligence or willful misconduct of Consultant.
19. If the scope of work of Consultant includes the rendition of professional services for a project which is a common interest development subject to the provisions of Civil Code section 1375, Client agrees to reimburse Consultant for all costs associated with Consultant's participation in the pre-litigation process described in Civil Code section 1375. Further, Client agrees to pay Consultant's fees for time incurred participating in the pre-litigation process. These fees and costs shall be paid as extra services in accordance with paragraph 29. Such extra services shall be paid at Consultant's normal hourly rates in effect at the time Consultant participates in the pre-litigation process. For purposes of this paragraph, a "common interest development" shall be a common interest development as defined in Civil Code section 1375.
- Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to Consultant's participation in the pre-litigation process pursuant to Civil Code section 1375.
- Client agrees that if Client receives a Notice of Commencement of Legal Proceedings pursuant to Civil Code section 1375, Client will notify Consultant within 10 days of Client's receipt of the Notice of Commencement of Legal Proceedings, provided the Notice of Commencement of Legal Proceedings either identifies Consultant as a potentially responsible party or the face of the Notice contains information which identifies Consultant's potential responsibility. If Client does not timely notify Consultant, then Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to Client's failure to timely notify Consultant.
20. If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, Consultant shall be entitled to continue suspension of the performance of any and all of its obligations pursuant to this Agreement where the Client is in default and was in default prior to the filing of the bankruptcy petition. If, upon filing a voluntary petition or an involuntary petition in the United States Bankruptcy Court, Client seeks to have Consultant continue to provide services pursuant to this Agreement, Client agrees to comply with applicable provisions of the United States Bankruptcy Code to ensure payment for any continuing or reinstated services.
21. This Agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
22. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.
23. The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability

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insurance. Nor shall Consultant be required to sign any documents, requested by any party, including Client, that would result in the Consultant's having to certify, guarantee, warrant or state the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any money due to the Consultant, in any way contingent upon the Consultant's signing any such certification, guarantee, warranty or statement.

24. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this Agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this Agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses. Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables unless and until payment is made by Client in accordance with this Agreement. Should Consultant be called upon to testify for or on behalf of the Client on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.
25. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. Upon notification by Client of such alleged inaccuracies, discrepancies, or errors in billing, Consultant shall investigate Client's claim and respond in writing. The billing under investigation will not become due until fifteen (15) days after the investigation is complete and Consultant has responded to Client in writing.
26. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount.
27. If Consultant, pursuant to this Agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this Agreement, any additional office or field services thereby required shall be paid for by Client as extra services in accordance with paragraph 29.
28. [INTENTIONALLY OMITTED].
29. Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this Agreement.
30. In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as extra services in accordance with paragraph 29.
31. Client acknowledges that the design services performed pursuant to this Agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 29.
32. Client shall pay the costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this Agreement.
33. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code section 8762, or a Corner Record pursuant to Business and Professions Code section 8773, all of the costs of preparation, examination and filing for the Record of Survey or Corner Record will be paid by Client as extra services in accordance with paragraph 29.
34. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, power failures, accidents or equipment malfunctions, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this Agreement.
35. Notwithstanding any other provision of this Agreement, and to the extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause or action.
36. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
37. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
38. Estimates of land areas provided under this Agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
39. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

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40. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
41. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this Agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.
42. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
43. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction-phase work. If the contractor and/or subcontractors determine there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors and subcontractors shall notify Client so those deficiencies may be corrected by Consultant prior to the commencement of construction-phase work.
44. If during the construction phase of the project Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph. Any extra work performed by Consultant pursuant to this paragraph shall be paid for as extra services pursuant to paragraph 29.
45. Client agrees to purchase and maintain, or cause Contractor to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional named insured as its interest may appear.
46. Client acknowledges that Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.
47. Client hereby agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees and subconsultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Client further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by Consultant pursuant to this Agreement, except claims caused by the sole negligence or willful misconduct of Consultant.
48. Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from and against all claims, losses, damages and cost caused by, arising out of, or relating to, the presence of any fungus, mildew, mold or resulting allergens, provided that such claim, loss, damage or cost is not due to the sole negligence or willful misconduct of Consultant.
49. The Parties agree that in the event either party institutes legal action to enforce or interpret the provisions of this Agreement, venue shall lie in the County of Bernardino and the Parties consent to the jurisdiction of such courts.
50. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.
Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- (b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.
- (c) Subdivision (a) shall not preclude or limit Consultant's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.
51. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$500,000 whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.
Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.
52. Where applicable, Consultant shall provide construction management services to Client in a strict administrative capacity. Consultant shall not under any circumstances act as construction contractor at risk or provide forces to actively direct construction services, or enter into agreements with construction contractors or subcontractors to provide construction services. Consultant shall advise Client on construction contractors, construction subcontractors, and material suppliers

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with whom Client seeks to contract ("Construction Contracts"). Consultant shall accept assignment from Client for the administration of Construction Contracts for the duration of this Agreement. To the extent that Consultant maintains a workforce on site, Consultant's work force shall be limited to monitoring construction and directing through their designated representatives those construction contractors that Client has assigned to Consultant. Client agrees to defend, indemnify and hold harmless Consultant, its non-Consultant assigned construction contractors ("Unassigned Contractors") from and against any and all claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused in any way by, the negligence or willful misconduct of Unassigned Contractors, its employees, or agents; ii) related to this Agreement or the work to be performed by Consultant for which Consultant is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions contained in paragraphs 1 through 52, and the provisions of the exhibits attached hereto and made a part hereof.

Client: Apple Valley Foothill County Water District]	Consultant: NV5, Inc.]
By:]	By:]
Name: Daniel Smith]	Name: Jeffrey M. Cooper]
Title: General Manager]	Title: Chief Operating Officer]
Date Signed:]	Date Signed:]
	License No.]

To be completed if Owner is Different from Client

Owner:]
Name:]
Address:]



February 19, 2026

Daniel Smith
General Manager
Apple Valley Foothill County Water District
22545 Del Oro Road
Apple Valley, CA 92308

Subject: Proposal for Water Connection Fee Calculation

Dear Mr. Smith:

NV5, Inc. (NV5) is pleased to submit this scope of services to provide Water Connection Fee Calculation services to the Apple Valley Foothill County Water District (AVFCWD).

We appreciate the opportunity to provide this proposal and look forward to working with you. Enclosed is a proposed professional services agreement. NV5 can commence work upon execution of an agreement. Please feel free to call James at (858) 385-2187 if you have any questions.

Sincerely,

NV5, Inc.

James F. Owens, P.E.
Associate/Project Manager

Julian Palacios, P.E.
Associate

Scope of Services

Assumptions

The Apple Valley Foothill County Water District (AVFCWD) desires to calculate a Water Connection Fee that it charges to customer applicants desiring to have a new connection to the AVFCWD water distribution system. NV5 will review capital planning documentation (previously prepared by others) and water production data (Mojave Water Agency) for recent years, and then prepare a brief memorandum that presents calculations and assumptions for a Water Connection Fee. The calculated fee will be for a single family home typical of those currently within AVFCWD's service area. NV5 anticipates that Water Connection Fee calculation will consist of a memorandum presentation with embedded calculation of capital costs and per-connection fee.

Task 01 – Water Connection Fee Calculation

NV5 will prepare a brief memorandum that presents calculations and assumptions for an updated Water Connection Fee. NV5 will base its calculation on findings and data in readily available capital planning documents (prepared by others, provided by AVFCWD) and information from the Watermaster (Mojave Water Agency) on allowances and water rights transfers.

NV5 will compare capacities of existing principal infrastructure (wells, booster station, storage tank sites) to current usages. NV5 will evaluate impact of new residential development to this infrastructure. NV5 will provide an approximate valuation of additional capacities required for this infrastructure.

NV5 will compare the Watermaster's groundwater rights allowances to AVFCWD's system demands in recent years, and will evaluate this connection fee component for procurement of additional rights based in part on information readily available from recent sales of water rights.

NV5 will provide a draft memorandum for review with AVFCWD staff. Following this review, NV5 will update the memorandum, if needed, for presentation to the AVFCWD Board of Directors. Following direction from AVFCWD's General Manager (Daniel Smith), NV5 will finalize the memorandum. NV5 anticipates participating in one Board of Directors meeting via virtual means (e.g. Zoom, MSTeams) where the Water Connection Fee memorandum discussion or adoption is an agenda item.

Task 01 Submittals

- Draft memorandum for AVFCWD staff review (.pdf)
- Revised draft memorandum for presentation to AVFCWD Board of Directors (.pdf)
- Final memorandum (.pdf)

Items to be Provided to NV5 by AVFCWD

- Daily water production volumes for 2022, 2023, 2024, and 2025
- Daily water pumping volumes for pump station for 2022, 2023, 2024, and 2025
- Capital planning documents, e.g. Preliminary Engineering Reports, by CRWA or others since 2010.

Tasks That Can be Provided by NV5 under a Separate or Amended Contract

- Design services
- Environmental documentation
- Evaluation of customer user rates
- In-person presentation to Board of Directors



- Preparation of exhibits

Labor Wage Rates Assumption

NV5 has prepared its fee based on the assumption that prevailing wage rates are not applicable for this project. Should prevailing wages apply, NV5 reserves the right to additional compensation, including NV5's standard markup.

Lead Representatives for Project Development

Submittals to AVFCWD will be made to Daniel Smith. Submittals to NV5 will be made to the attention of James F. Owens.

Fee

NV5's proposes a lump sum fee of \$3,950 to complete the task above.

Fee Provisions

The fee proposed herein shall apply through 30 September 2026. After that date, NV5 will increase the remaining contract fee by 3.0%, rounded up to the nearest dollar. This adjustment will recur annually effective October 1.

* * * * *