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2100 OLSEN ROAD • THOUSAND OAKS, CALIFORNIA 91360-6800 805/526-9323 • FAX: 805/522-5730

November 9, 2022

Re: Request for Qualifications (RFQ) to Provide On-Call Environmental Consulting Services

Dear Potential Consultant:

The Calleguas Municipal Water District (Calleguas or District) is seeking Statements of Qualifications (SOQ) from environmental consulting firms to perform on-call environmental consulting services for three years, with two optional one-year extensions. Services expected to be provided include, but are not limited to:

- a. California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documents for capital projects;
- b. AB 52 compliance support;
- c. Permitting support to acquire permits from regulatory agencies including, but not limited to, US Army Corps of Engineers, Regional Water Quality Control Board, US Department of Fish and Wildlife, and California Department of Fish and Wildlife;
- d. Field surveys (biological resources, archeological resources, noise analyses, etc.);
- e. Construction mitigation monitoring support;
- f. Public outreach and participation support; and
- g. GIS support services.

The selected consultant(s) will work under a Professional Services Agreement (PSA) with the District, with authorizations for specific assignments executed as necessary over the agreement's term. The District intends to maintain a list of two or more qualified prime environmental consulting firms, with subconsultant support as needed, to support implementation of capital projects. Task orders will be issued to firms on a rotating basis based on the qualifications and expertise of the firm and their subconsultants. There is no designated minimum nor maximum value of services to be awarded to any one consultant. There is no restriction on any subconsultant participating on more than one team. Services to be provided will be dependent on the needs of the capital improvement program.

Background

Calleguas is one of twenty-six member agencies of the Metropolitan Water District of Southern California and the primary urban wholesale water supplier in southeastern Ventura County, providing potable water service to three quarters of the County's population. Through 19 retail

water agencies and companies, Calleguas provides water to the cities of Oxnard, Camarillo, Moorpark, Simi Valley, Thousand Oaks, and Port Hueneme as well as surrounding areas of unincorporated Ventura County. These retail purveyors receive water through about 130 miles of large-diameter pipeline operated and maintained by Calleguas. In turn, these purveyors deliver water to area residents, businesses, and a small number of agricultural customers.

Calleguas also owns and operates the Salinity Management Pipeline (SMP), a system of underground pipelines and appurtenances to convey discharges of brine (from treatment for potable water reuse and brackish groundwater desalters) and excess recycled water to an ocean outfall for discharge. The SMP facilitates local water supply and water quality projects.

In addition to maintaining its current infrastructure, Calleguas is working to increase its climate resiliency through more local and regional supply development. This will likely include some combination of local and regional development projects, partnerships and agreements, and other potential actions.

General Requirements

If selected, each consultant will be required to sign the Agreement for Professional Services provided as an attachment to this RFQ. If the consultant has a pre-existing Agreement for Professional Services with Calleguas, that agreement may be used at Calleguas' discretion.

Potential consultants may only contact me at (805) 579-7194 or jlancaster@calleguas.com with questions or requests for additional information. Any consultant who contacts any other Calleguas staff, including the General Manager or a Board member, will be disqualified.

Scope of Work

Expected services to be provided under this on-call contract will be performed under a Task Order system and may include:

- a. Alternatives analysis and feasibility studies
- b. Preparation of CEQA and NEPA compliance documents such as Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports, Environmental Assessments, and Environmental Impact Statements
- c. Environmental studies related to CEQA and NEPA compliance (noise studies, biological surveys, cultural resources assessments, etc.)
- d. Air quality analysis (including greenhouse gas emissions and climate change analysis)
- e. Permitting assistance and coordination with agencies having jurisdiction (401/404, 1600, etc.)
- f. Wetlands and jurisdictional waters delineations
- g. Biological Assessments/State and Federal Endangered Species Act Compliance
- h. Assistance with AB 52 compliance
- i. Mitigation monitoring and reporting during construction (primarily biological resources and archeological/historical resources)
- j. Revegetation/habitat restoration design, implementation, and monitoring

- k. Emergency project documentation and reporting
- l. Public outreach, including, but not limited to, developing project informational exhibits for public's awareness of District projects, organizing special events (public meetings, hearings, groundbreaking), and conducting outreach to project stakeholders.
- m. GIS mapping and analyses

The consultant selected for the Task Order will provide a letter proposal to the District with a project understanding, approach, scope, fee, and schedule. A separate Notice to Proceed will be issued for each project with a negotiated scope, fee, and schedule. Each selected consultant will also receive an annual Notice to Proceed for on-call, as-needed services for miscellaneous tasks to be performed on a Time and Materials basis.

SOQ Requirements

SOQs shall be concise, well-organized, and presented in a neat and logical format; relevant to the services required; and accurate and comprehensive. SOQs should address not only the types of projects anticipated, but those issues and relative points which may not have been described in the RFQ which the firm believes to be pertinent to the types of projects anticipated.

SOQs shall be no more than 40 single-sided pages (not including resumes). Excessive or irrelevant material will not be favorably reviewed. Failure to provide all requested information will be sufficient grounds to disqualify respondents from further consideration.

SOQs shall include:

- **Background:** Provide a brief description of your firm's background and qualifications.
- **Firm's Experience:** Include project experience highlighting work with issues included in the scope of work above. Submit a listing of three to five references with names, email addresses, and phone numbers for public agencies for which the firm has performed similar services over the past five years. The representative experience should include the personnel considered the primary technical lead(s) for these services. Include a discussion of special problems or difficulties encountered and how they were resolved by the firm.
- **Organization Chart:** Provide an organization chart for the proposed project team.
- **Staff's Experience:** Provide a brief summary of the qualifications of the individuals in the organization chart.
- **Rates Schedule:** Provide rate schedule(s) which shall be in effect for the first year of the contract (assume contract will initiate in late 2022). Subsequent years' rate schedule(s) shall be subject to negotiation and acceptance by the District.
- **Resumes:** Provide resumes for each individual identified in the organization chart. Resumes will not count against the page limit, but shall be no longer than 2 pages per person. Resumes may be included as an appendix.

SOQ Submittal

SOQs shall be sent via e-mail in pdf format (searchable, bookmarked, and file size less than 10MB) to jlancaster@calleguas.com with the subject line "On-Call Environmental Consulting

Services SOQ". Each consultant shall receive an e-mail response confirming receipt of the SOQ. Faxes or hardcopies will not be accepted. Calleguas will not be responsible for SOQs that are delinquent or lost.

SOQs will be accepted until **4:00 p.m., December 9, 2022**. Responses received after this time and date will not be accepted. Evaluation of the SOQs will occur following this date.

There will be no formal pre-SOQ conference and no formal opening of the received SOQs. This solicitation does not commit the District to award any work nor to pay any costs incurred from the preparation of SOQs. Firms responding to this RFQ are solely responsible for all costs and expenses incurred during the selection process.

Selection Process

The selection of firms placed on the on-call environmental consulting services list will be based on the following criteria:

- Qualifications and experience of the key personnel on the project team.
- The responsiveness of the SOQ to the needs of Calleguas.
- Quality of work products, responsiveness, and overall satisfaction of services provided to referenced public agencies.
- Rate schedule(s).

Selection of qualified respondents will be based on the written material submitted. Calleguas reserves the right to verify all information submitted in the SOQ. As a part of the evaluation, Calleguas may select any or all projects from each respondent's experience list and contact the owner or other relevant parties to verify the information presented. Project information included that cannot be verified will not be considered in the evaluation process. Evaluation criteria shall include experience, qualifications, responsiveness, and quality.

Within 60 calendar days of the date for consultant submittal of SOQs, Calleguas will provide written notification to all consultants who have submitted SOQs as to whether they have been selected. Do not contact Calleguas during this time. Interviews may be held, but are not anticipated.

If you have any questions, please contact me at (805) 579-7194 or jlancaster@calleguas.com.

Sincerely,

Jennifer Lancaster
Principal Resource Specialist

Attachment:
Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered, and made effective as of the latest date of the signatures on this Agreement (the "Effective Date"), between CALLEGUAS MUNICIPAL WATER DISTRICT ("the District") and _____ ("the Consultant").

RECITALS

A. The District desires to retain the services of the Consultant for duties to be assigned on a job-by-job basis. The services to be provided include, but are not limited to, consulting, preparing reports, performing investigations, and making recommendations. The Consultant represents that it has the experience and is qualified to furnish the services described under this Agreement, and the District desires to engage the Consultant to provide these services by reason of the Consultant's qualifications and experience for performing such services. The Consultant has offered to provide the required services on the terms and in the manner set forth herein.

B. This Agreement shall be applicable to all Tasks (as defined in this Agreement) for which the Consultant's services are retained by the District.

With reference to the foregoing recitals, and in consideration of their mutual promises, obligations, and covenants contained in this Agreement, the District and the Consultant herein agree to the terms set forth below:

1. SCOPE OF SERVICES AND COMPENSATION

1.1 The parties understand and agree that prior to performance of any work under this Agreement, the Consultant shall prepare and submit to the District a proposal signed by the Consultant that contains each of the following three elements:

1.1.1 A description of the work to be performed and the time for completion, if applicable (the "Task");

1.1.2 A "not to exceed" cost estimate for performance of the Task; and

1.1.3 The direct labor rates to be billed in performance of the Task.

1.2 The signature of an authorized representative of the District on a letter approving that proposal will constitute authorization to the Consultant to perform the Task and acceptance of the cost estimate. The proposal signed by the Consultant and the authorization letter signed by the District will automatically become exhibits to this Agreement and made a part hereof.

1.3 Each not to exceed cost estimate will include all necessary and incidental labor, material, supplies, facilities, equipment and transportation which may be required for furnishing services described in a given Task.

1.4 At the request of the District, the Consultant will reasonably cooperate with all other professionals, contractors, and personnel enlisted by the District with regard to the project.

1.5 All services will be performed in a manner consistent with the standard of care specified in Paragraph 25.1.

1.6 Each month, the Consultant will submit to the District an invoice for the services completed during the previous month.

1.6.1 If the Consultant submits an invoice within the first five (5) calendar days of the month, the District will pay the invoice within thirty (30) days, otherwise, the District will pay the invoice within sixty (60) days.

1.7 Each invoice will state the name of the Task, the amount invoiced, the number of hours spent by personnel at different hourly rates, and will reference the contract/project by number or name where applicable.

1.8 Consultant will also submit with each monthly invoice a brief description of the services performed in the immediately preceding calendar month.

1.9 The District will pay the Consultant the amount invoiced as described in Paragraph 1.6.1 except in either of the following two cases:

1.9.1 The District objects to all or any portion of the invoice, in which case the District will so notify the Consultant, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will use reasonable efforts to settle the disputed portion of the invoice.

1.9.2 The Consultant has not submitted current insurance certificates and/or an additional insured endorsement as required in Paragraph 18 of this Agreement, in which case the District will so notify the Consultant, and pay when the insurance certificates and endorsement have been properly submitted.

1.10 Payment of such invoices will be payment in full for all services and authorized costs covered by that invoice.

2. TERM

2.1 The term of this Agreement shall commence on the Effective Date and shall continue until terminated as provided in Paragraph 21 or 22. The services to be performed under each Task shall commence on the date the District signs the authorization letter for that Task, as provided in Paragraph 1.2.

3. PERSONNEL

3.1 The Consultant represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Agreement.

3.2 The Consultant will not subcontract any services to be performed by it under this Agreement without prior written approval of the District.

3.3 All of the services required hereunder will be performed solely by the Consultant or by subconsultants approved by the District. The Consultant, all subconsultants and all personnel engaged in the work, shall be fully qualified, authorized and permitted as required under applicable State and local law to perform such services and shall be subject to approval by the District.

3.4 In connection with performance of services under this Agreement, Consultant shall not discriminate against any employee or qualified applicant for employment based on race, color, religion, sex, sexual preference, sexual identity, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition (as defined in Section 12926 of the California Government Code, as amended from time to time), military status, or any other characteristic protected by federal or state law or local ordinance.

4. CHANGE ORDERS

4.1 No payment for extra services caused by a change in scope of work or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by the District as a written change order. The change order shall set forth the changes of work and extension of time for preparation and adjustment of the fee to be paid by the District to the Consultant.

5. DISTRICT'S RESPONSIBILITY

5.1 The District shall cooperate with the Consultant as may be reasonably necessary for the Consultant to perform its services, and the District will give any required decisions as promptly as practical so as to avoid unreasonable delay in the progress of the Consultant's services.

6. INDEPENDENT CONTRACTOR

6.1 The Consultant acknowledges and agrees that in performing services under this Agreement, the Consultant is, and at all times shall be, an independent contractor, and is not an agent or employee of the District. Except as required under this Agreement, the Consultant shall furnish such services in its own manner and method, and has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by the Consultant in the performance of the services hereunder. The Consultant shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

6.2 The Consultant acknowledges that the Consultant, and any subconsultants, agents or employees of the Consultant, shall not, under any circumstances, be considered employees of the District, and that they shall not be entitled to any of the benefits or rights afforded employees of the District, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

6.3 The Consultant acknowledges that Consultant performs services that are outside the usual course of District's business, and Consultant is engaged in an independently established trade, occupation or business of the same nature as the services performed for District.

7. CONSULTANT NOT AGENT

7.1 The Consultant and its subconsultants shall have no authority, express or implied, to act on behalf of or bind the District in any capacity whatsoever as agents or otherwise.

8. OWNERSHIP OF WORK

8.1 Unless otherwise specified in a proposal for a Task that has been accepted by the District, all reports, drawings, graphics, advertisements, CD-ROMs, USB flash drives, and printouts, studies, memoranda, computation sheets and other documents prepared by the Consultant in furtherance of the work shall be the sole property of the District and shall be delivered to the District promptly upon termination of this Agreement for any reason, and at such other times as may be requested by the District during the Term. The Consultant shall keep such documents and materials on file and available for audit by the District for at least four (4) years after completion or earlier termination of this Agreement. The Consultant may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the District.

8.2 Any reports, information, data, or other material given or otherwise provided to the Consultant by the District, if any, under this Agreement, shall be the property of the District and shall not be made available to any individual or organization by the Consultant or its subconsultants, if any, without the prior written approval of the District. Such files and materials shall be maintained as described in Paragraph 8.1 above.

8.3 Consultant represents and warrants to the District that no document, design, drawing, method, process, product, or deliverable supplied by Consultant to the District for use by the District pursuant to this Agreement shall infringe upon any patent, copyright, trademark, trade secret, or other proprietary right of any person or entity. Consultant agrees to defend and indemnify District in accordance with section 17 of this Agreement for any alleged infringement in violation of this section.

9. CORRECTION OF WORK

9.1 The Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the District. The performance or acceptance of services furnished by the Consultant shall not relieve the Consultant from the obligation to correct subsequently discovered defects, inaccuracy or incompleteness resulting from the Consultant's intentional or negligent acts, errors and/or omissions.

10. WAIVER

10.1 The waiver of any term, condition, breach or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

11. SUCCESSORS

11.1 This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and/or permitted assigns.

12. NO ASSIGNMENT

12.1 Neither party may assign or transfer this Agreement or any rights hereunder without the prior written consent of the other party. Such unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the party making such assignment or transfer.

12.2 This Agreement between the District and the Consultant shall pertain only to the benefit of the parties hereto, and no third party shall have any rights hereunder.

13. LAWS, REGULATIONS, AND PERMITS

13.1 The Consultant will give all notices required by law and will comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Consultant will be liable for, and will bear all costs of, all violations of the law in connection with work furnished by the Consultant.

13.2 The Consultant agrees to observe all applicable prevailing wage and Labor Code requirements as set forth by the State of California, the County of Ventura, and the city or cities in which work is performed.

13.3 The Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, color, religion, sex, sexual preference, sexual identity, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, military status or any other characteristic protected by federal or state law or local ordinance. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

14. TIME OF THE ESSENCE

14.1 Time is strictly of the essence under this Agreement and each and every covenant, term, and provision hereof.

15. AUTHORITY OF PARTIES

15.1 Each party hereby represents and warrants to the other party that it has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.

16. ATTORNEYS' FEES

16.1 If any legal action is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

17. INDEMNITY

17.1 Intent. If any term, provision, clause, or application of the indemnity provided for herein is found by a court of competent jurisdiction to be invalid, in violation of public policy, or unenforceable to any extent, such finding shall not invalidate any other term, provision or portion of this indemnity which shall continue in full force and effect. If there is determined to be any conflict between the terms of this indemnity and any applicable provisions of California Civil Code Section 2782 or 2782.8, the broadest indemnity protection for the District that is permitted by law shall be provided by Consultant.

17.2 Indemnity.

(a) Indemnity for Professional Services. The Consultant shall fully indemnify and hold harmless the District, its directors, officers, employees, agents, and designated volunteers, and each of them, (collectively the "Indemnatee"), from and against any and all losses, liabilities, damages, judgments, settlements, penalties, attorney's fees, costs, and expenses, of every kind and nature

whatsoever, incurred by the Indemnitee, or any of them, for, but not limited to, injury to or death of any person, damages to or destruction of property of any person or entity, or violation of any law or regulation (compliance with which is the responsibility of the Consultant), (collectively "Losses") to the extent such Losses arise out of or relate to:

(1) Negligent acts, errors, or omissions of the Consultant, its shareholders, officers, directors, employees, and agents (collectively "Indemnitor"); or

(2) Recklessness or willful misconduct by Indemnitor, or any of them.

(b) Indemnity for All Other Claims. For any claim other than claims arising out of Consultant's performance of professional services under this Agreement, Consultant shall fully indemnify and hold harmless the District, its directors, officers, employees, agents, and designated volunteers, and each of them, (collectively the "Indemnitee"), from and against any and all Losses (as defined above) to the extent such Losses arise out of or relate to the performance of services pursuant to this Agreement by Consultant, its employees, and agents, excepting only those Losses arising from the negligence or willful misconduct of Indemnitee.

(c) Any assertion or finding of negligence, breach, or violation of law by Indemnitee, or any of them, shall not relieve the Consultant from its obligation to indemnify, as provided herein, except that the Consultant shall not be obligated to indemnify Indemnitee for that portion of any Losses that are determined by the trier of fact to have been caused by the negligence or willful misconduct of Indemnitee.

17.3 Duty to Defend. Upon the District's request, the Consultant shall defend, at the Consultant's own cost, expense and risk, any and all allegations, claims, demands, suits, and all other legal proceedings of every kind that may be brought or instituted against Indemnitee, or any of them, arising from or relating to the Consultant's negligence, recklessness or willful misconduct. The District shall have the right, but not the obligation, to approve any counsel retained by the Consultant under this Paragraph 17.3, such approval not to be unreasonably withheld. Without limiting the Consultant's obligations under this Paragraph 17.3, the Consultant agrees that the District shall have the right to participate in the defense of any matters that relate to Indemnitee, or any of them, and that no action, claim, or suit shall be settled without the District's consent, such consent not to be unreasonably withheld. If, at any time, the District makes a good faith determination that a conflict exists with respect to the interests of the Consultant and any Indemnitee, then the District may retain independent counsel of its own choosing whose reasonable fees shall be paid by the Consultant.

17.4 No Waiver. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Indemnitee may have under applicable law, including any right to implied indemnity. The Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Indemnitee, or any of them.

18. INSURANCE

18.1 Liability Insurance. The Consultant shall, at Consultant's sole cost and expense, obtain and maintain at all times during the performance of the Task(s), services and/or activities required by this Agreement, commercial general liability, professional liability, and automobile liability insurance as follows:

18.1.1 Coverage shall be at least as broad as the following:

(a) Coverage for Professional Liability appropriate to the Consultant's profession covering liabilities arising from the Consultant's acts, errors or omissions for services, activities, Tasks rendered or that should have been rendered to and/or on behalf of the 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 all work performed under this Agreement. Consultant shall purchase a one-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.

(b) Coverage for Commercial General Liability as provided under Insurance Services Office (ISO) Occurrence Form CG 0001 (or a substitute form that provides equivalent coverage satisfactory to the District) and shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(c) Coverage for Commercial Automobile Liability, specifying coverage as "Symbol 1" (any auto) under ISO Form Number CA 0001 (or a substitute form that provides equivalent coverage satisfactory to the District). If not otherwise included, the policy shall be endorsed in order to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. The insurance required hereunder shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

18.1.2 The Consultant shall at all times maintain the following minimum insurance coverage limits:

(a) Professional Liability. One Million Dollars (\$1,000,000) per claim with an annual aggregate of One Million Dollars (\$1,000,000).

(b) Commercial General and Umbrella Liability. One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage with a minimum policy general aggregate limit of One Million Dollars (\$1,000,000).

(c) Business Automobile and Umbrella Liability. A combined single limit of Five Hundred Thousand Dollars (\$500,000) per accident and applicable to both bodily injury and property damage. There shall be no endorsements forming part of the policy which in any manner whatsoever restrict coverage as it pertains to the District, its directors, officers, employees, agents and/or volunteers.

18.1.3 The District, its directors, officers, employees, agents and volunteers are to be covered as additional insureds (collectively, "District Additional Insureds") under Consultant's Commercial General Liability Policy (using ISO additional insured endorsement CG 20 10 or a substitute endorsement satisfactory to the District that provides equivalent coverage) and under the Commercial Umbrella policy, if any. For any claims, including any litigation, related to the project(s), Tasks, services, or an activity which is/are the subject of this Agreement, the Consultant's insurance shall be deemed primary insurance with respect to any other insurance afforded to the District Additional Insureds.

18.1.4 In the event any change is made under any of the policies specified within this Agreement, including, but not limited to, the insurance carrier providing coverage, to the scope of any of the coverage provided thereunder and/or, to the dates for which any of the required policies are in force, as specified under this Agreement, the Consultant shall file insurance certificates and endorsements

reflecting these changes in accordance with the requirements of Paragraphs 18.1.3 and 18.5 herein within seven (7) days of the change being implemented. In the event any change is made under any of the policies specified within this Agreement with respect to Consultant's professional liability coverage, to the retroactive date, the Consultant shall notify the District within seven (7) days of the change being implemented.

18.2 Workers' Compensation and Employer's Liability Insurance. The Consultant and all of its subconsultants shall cover and insure all of their employees employed directly by them or through subconsultants in carrying out the Tasks contemplated under this Agreement, in accordance with all applicable laws relating to workers' compensation insurance, including without limitation the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California, as such laws may be amended from time to time. The Consultant shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.

18.3 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared by the Consultant to the District prior to the execution of this Agreement, and approved by the District in writing.

18.4 Acceptability of Policies and Insurers. All insurance policies and coverage required under this Agreement shall be provided on policy forms satisfactory to the District and subject to the District's approval. All insurance policies required by the Agreement are to be underwritten by insurers having a current financial strength/financial size rating with A.M. Best's of no less than A-: VII, unless otherwise approved by the District, in writing, in advance of the execution of this Agreement.

18.5 Evidence of Insurance/Certificates of Insurance. Prior to execution of this Agreement, the Consultant shall file with the District a certificate or certificates of insurance (ACORD 25 or equivalent) signed by an authorized representative of the issuing insurer, confirming that each of the policies and coverages required under this Agreement, including the required endorsements to form part thereof, are in full force and effect. The Consultant will, upon demand by the District, deliver to the District within fifteen (15) business days accurate and complete copies of all policies or any policy of insurance required under this paragraph, including all endorsements, and the receipts for proof of payment of premiums thereon. At the District's option, Consultant may also be required to submit proof of satisfactory insurance coverage in force for subconsultants retained by the Consultant.

18.6 Subconsultants. In the event that the Consultant employs other consultants (subconsultants) with respect to any services covered by this Agreement, the Consultant will require and confirm to the District in writing that each subconsultant meets the minimum insurance requirements specified above, unless lesser insurance requirements are approved by the District at the time the District approves the use of the subconsultant.

18.7 Term of Insurance Policies and Coverages. All insurance policies and coverage required under this Agreement shall remain in full force and effect at all times through completion of all Tasks, services, and/or activities required by this Agreement.

19. SAFETY

19.1 The Consultant shall execute and maintain the Consultant's work so as to avoid injury or damage to any person or property.

19.2 The Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be

performed. The Consultant will further comply at all times with all federal, state, and local statutory and regulatory requirements applicable to the work, including without limitation, State of California, Division of Industrial Safety (Cal/OSHA) regulations and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Consultant shall provide all necessary safety equipment for Consultant's employees, including, but not limited to, gas monitors, hard hats, safety shoes, and traffic vests, and shall ensure that its subconsultants provide the same.

20. CONFIDENTIALITY AND SECURITY

20.1 Confidentiality. All information and materials obtained by Consultant from the District and/or learned by Consultant about the District's facilities and electronic systems ("Sensitive Information") shall be deemed to be confidential and shall not be used by Consultant for any purpose other than as required by this Agreement. Consultant agrees that, except to the extent necessary to perform any Task, it shall keep all Sensitive Information confidential from anyone outside of its organization. Disclosure of this Sensitive Information has the potential to pose a significant risk to public health and safety. Consultant shall secure all Sensitive Information received from the District or from another source in relation to any Task. Prior to sharing any Sensitive Information with a third party, including, but not limited to, subcontractors, Consultant shall ensure that such party executes an agreement requiring compliance by that third party with the confidentiality provision of this Agreement. Consultant shall return to the District, provide evidence of destruction of, or otherwise secure to the District's satisfaction, all documents or other materials containing Sensitive Information when any Task is completed. This confidentiality requirement shall survive termination of this Agreement. This information may be disclosed pursuant to law, subpoena, or court order.

21. NOTICES

21.1 Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery, sent by certified mail, postage prepaid/return receipt requested, by overnight delivery or by facsimile, addressed as follows:

If to the District: General Manager
 Calleguas Municipal Water District
 2100 E. Olsen Road
 Thousand Oaks, CA 91360-6800
 Fax: (805) 522-5730

If to the Consultant: [Consultant Contact]

Any such notice shall be deemed to have been given and received on the earlier of personal delivery, or if mailed, on the expiration of forty-eight (48) hours after being delivered in the United States Mail or on the delivery date or attempted delivery date shown on the return receipt, air bill, or facsimile.

22. TERMINATION FOR CONVENIENCE (Without Cause)

22.1 This Agreement may immediately terminate on the mutual written consent of the District and the Consultant. Further, either party may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days' written notice to other party. If this Agreement is thus terminated by the District without cause, the District shall pay the Consultant a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be the Consultant's exclusive remedy for termination without cause.

23. DEFAULT

23.1 In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Agreement by written notice to the defaulting party. The notice shall specify the basis for the default. This Agreement shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice.

23.2 Termination for cause shall relieve the terminating party of further liability or responsibility under this Agreement, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for the Consultant's obligation to promptly reimburse the District for (1) any payments made by the District for services not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the District in obtaining substitute performance. Notwithstanding the foregoing, if the District terminates this Agreement for cause, the District will have the right to withhold monies otherwise payable to the Consultant until the Task is completed. If the District incurs additional costs, expense, or other damages in connection with such termination for cause, the District may deduct such amounts from the amounts otherwise payable to the Consultant. Should the amounts withheld exceed the amounts deductible hereunder, the District shall remit the balance to the Consultant upon completion of the Task. Should the additional costs, expenses, or other damages exceed the amounts withheld, the Consultant shall be liable for, and shall promptly remit to the District, the difference.

23.3 The provisions of Paragraphs 22 and 23 shall not relieve the Consultant of its ongoing obligations under this Agreement, including but not limited to Paragraph 8, Ownership of Work; Paragraph 9, Correction of Work; Paragraph 13, Laws, Regulations, and Permits; Paragraph 16, Attorneys' Fees; Paragraph 17, Indemnity; Paragraph 18, Insurance; Paragraph 19, Safety; Paragraph 20, Confidentiality and Security; Paragraph 21, Notices; and Paragraph 24, Maintenance and Inspection of Records.

24. MAINTENANCE AND INSPECTION OF RECORDS

24.1 The District or its authorized representatives shall have reasonable access to and the right to audit and reproduce any of the Consultant's records to the extent the District is properly entitled under this Agreement or for other purposes relating to this Agreement.

24.2 The Consultant shall maintain and preserve all such records for a period of at least four (4) years after termination of this Agreement.

25. STANDARD OF CARE

25.1 The Consultant's performance of all services, obligations, and responsibilities under this Agreement will be in a manner that is consistent with that degree of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar circumstances.

26. CERTIFICATION OF NO CONFLICT

26.1 The Consultant hereby represents, warrants, and certifies to the District that no member, officer, or employee of the Consultant is a director, officer, employee, or board member of the District.

27. INTERPRETATION

27.1 Applicable Law; Venue. This Agreement and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California. The parties further agree that this Agreement is entered into in the City of Thousand Oaks, California, and that all claims or controversies arising out of or related to performance under this Agreement shall be submitted to and resolved in the appropriate forum within Ventura County, California at a place to be determined by the rules of the forum.

27.2 Entire Agreement. This Agreement, including each signed proposal, signed authorization letter, and any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation, and agreements (written or oral).

27.3 Written Amendment. This Agreement may only be changed by written amendment signed by the Consultant and an authorized representative of the District. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

27.4 Severability. If any provision in this Agreement is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement.

27.5 Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail.

27.6 No Prejudice to Drafting Party(ies). In construing this Agreement, none of the Parties shall have any term or provision construed against them solely by reason of such Party having drafted the same. In addition, in the event of any dispute, words utilized in this Agreement are to be interpreted in accordance with their most common construction and usage in accordance with the most current Webster's English dictionary definition and meaning in effect at the time of the signing of this Agreement. Punctuation and/or capitalization are not intended to alter such meanings or to attach any special significance to terms utilized in this Agreement.

27.7 Duplicate Originals. There shall be two (2) fully signed copies of this Agreement, each of which shall be deemed an original.

(Signature Page Follows)

CONSULTANT

By _____
(Signature)

_____ Date

(Print Name)

(If the CONSULTANT is a corporation, the Agreement shall be signed above by one of the following: Chairman of the Board, President or any Vice President)

Its _____
(Print Title)

By _____
(Signature)

_____ Date

(Print Name)

(If the CONSULTANT is a corporation, the Agreement shall also be signed above by one of the following: Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer)

Its _____
(Print Title)

CALLEGUAS MUNICIPAL WATER DISTRICT

Anthony Goff, General Manager

_____ Date