



# **WEBSITE REDESIGN AND HOSTING SERVICES**

## **Request for Proposals**

**Issue Date:** January 8, 2024

**Proposal Submittal Due Date:** February 7, 2024

Submit questions by **January 24, 2024**

**Submit questions and Proposal electronically to:**

Jennifer Lancaster, Manager of Water Resources

[jlancaster@calleguas.com](mailto:jlancaster@calleguas.com)

## Introduction

Calleguas Municipal Water District (Calleguas or District) is seeking proposals from qualified and experienced web development firms to perform website design, development, maintenance, and hosting services. The goal of this project is to create a modern, user-friendly, and accessible website that effectively communicates information about our water services, promotes public engagement, and complies with industry regulations and standards.

The selected firm will work with the District to design a new website using the existing [www.calleguas.com](http://www.calleguas.com) domain and provide hosting and maintenance services for up to three years after the design and implementation of the new website. Proposals should demonstrate the firm's ability to integrate additional features and functionality that may be identified in the future. The website hosting services must be provided in a secure environment. The selected firm should understand local government, including special districts, and the unique regulatory requirements with which special district websites must comply.

## About Calleguas Municipal Water District

Calleguas is an independent special district organized under Article 9 of the Municipal Water District Act of 1911. It 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.

## Project Scope

Calleguas seeks to develop a modern, visually appealing website that is mobile-responsive, easy to navigate, and provides the depth and breadth of information users seek from the Calleguas website. Select Calleguas staff should be able to update various areas of the website on their own, including posting/removing files and editing text and images. The selected web development firm will be responsible for the following, at a minimum:

1. Website Redesign
  - Create a visually appealing and modern website design.
  - Ensure the website is responsive across various web browsers (e.g., Edge, Chrome, Firefox, and Safari) and on mobile devices.
  - Implement a user-friendly navigation structure.
  - Ensure the website and its content complies with the Americans With Disabilities Act (ADA), SB 272, SB 929, and all other applicable regulations.
2. Functionality
  - Implement the following features:
    - Search functionality

- Contact forms (include capability for us to build our own)
  - Events calendar
  - Set dates for select content to automatically publish and expire
  - Rotating photos/banners – slideshow capabilities
  - Space for blog/news updates
  - Integrate social media platforms for enhanced communication. Display feeds and push to social media accounts.
  - Add a “Who is My Retail Water Provider?” search function where residents can search an interactive map by address.
  - Display alerts and notifications prominently on website, with ability to mirror notifications posted to social media accounts and email subscriber list.
  - Provide robust site usage and statistics tracking (to the page level) to allow the District to analyze how the public is using the website.
  - Include a language translation product (e.g., Google Translator API).
  - Provide an option to replace uploaded documents with new documents using the same URL so that the new file auto-uploads to all cross-linked areas.
  - Provide Captcha capability for online forms.
3. Content Management System (CMS)
- Integrate a user-friendly CMS for easy content updates by select staff.
  - Allow system administrators to establish levels of rights for staff to update/manage/access content based on roles.
  - Provide comprehensive audit capability to see who is modifying what and when.
  - Allow authorized staff to post files up to 1 GB in size, in multiple file types (e.g., .xls, .pdf, .tif, .bmp, .jpg).
  - Provide training for District staff on the use of the CMS.
4. Testing and Quality Assurance
- Conduct thorough testing to identify and resolve any bugs or issues.
  - Ensure cross-browser compatibility.
  - Ensure website functions properly on mobile devices.
5. Web Hosting
- Provide or facilitate reliable, secure, and scalable web hosting services.
  - Ensure high availability and minimal downtime for the website.
  - Provide a hosting solution that can easily scale to accommodate increased website traffic or future expansion requirements.
  - Employ robust security protocols to protect against unauthorized access, data breaches, and other cyber threats.
  - Implement encryption (SSL/TLS) to secure data transmission between users and the website.
  - Regularly update server software and apply security patches promptly.
  - Establish a regular backup schedule to ensure that data can be restored in the event of data loss or a security incident.
  - Define a data retention policy for backups that is consistent with the District’s retention policy.

- Push alerts and notifications regarding any anomalies or security incidents immediately to system administrators.
6. Ongoing Maintenance and Support
- Offer ongoing maintenance and support services to address issues promptly. Identify the firm's guaranteed response time, including on weekends, holidays, and outside of normal business hours.
  - Provide regular updates, security patches, and backups.
  - Establish a helpdesk or support system for user inquiries.

## **Proposal Format and Contents**

Proposals must be in the format specified below and shall not exceed 25 pages.

### **1. Title Page**

The title page should include the proposer's name, address, and contact information.

### **2. Introductory Cover Letter**

Provide concise narrative statements that illustrate the proposer's understanding of the requirements of the project, deliverables, and project schedule. The introductory cover letter should name the person(s) authorized to represent the proposer in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The cover letter should be signed by the authorized agent.

### **3. Consultant and Project Team Qualifications**

This section focuses on qualifications and experience of the firm and the project team members that would be assigned to the project. Provide a description of the firm, including the number of years of continuous operation and number of similar projects completed in the last five years. The proposer shall display qualifications, specialized experience, and technical competence of the firm and project team as it relates to the project.

### **4. Project Approach and Project Plan**

Briefly discuss the approach to complete the project. Include a project plan that collaborates with Calleguas staff for the planning, scheduling, and successful installation of the new website and associated hosting services. The project plan shall include a detailed scope of work and a project schedule. If there are items, methods, or deliverables that the proposer thinks would be beneficial to add to the scope of services, please identify in this section.

**5. Representative Experience**

Provide URLs of five active websites that were completed by the proposer for other similar clients, such as other special districts, water districts, or government agencies. This section shall discuss website hosting, security, and technical details. Include a description of maintenance and support services offered, the staff providing support, and the firm’s response times. Describe the physical, procedural, and virtual safeguards in place to ensure the website and hosted data are protected against corruption, loss, theft, vandalism, and unplanned outages. Please provide a minimum of three references from clients that the firm has completed similar projects for.

**6. Cost of Services**

Include all costs required to complete the project as specified in this Request for Proposals (RFP) under “Project Scope” and which clearly identifies the costs for each component of the scope of work presented in Section 4 (Project Approach and Project Plan) of the proposal. For the website design, assume that the proposer will develop two concepts for the homepage and up to two internal/secondary pages to be reviewed by Calleguas, with up to three revisions to the chosen design.

Web hosting and maintenance and support services shall be quoted separately from the website design and implementation, and should be quoted for years one, two, and three. Discuss the method of setting renewal costs (Consumer Price Index or other index) for maintenance and hosting if unable to provide pricing for years two and three. Include the hourly rates for website improvements for any work not included in the Scope of Work.

**7. Additional Information (optional section)**

Include any other information not included in this RFP that could help the District evaluate the proposal, such as any optional project enhancements that you believe will benefit the District’s project.

**Schedule**

RFP distributed to prospective firms.....	January 8, 2024
Proposer questions due.....	January 24, 2024
Calleguas response to questions.....	January 31, 2024
Proposals due.....	February 7, 2024

**General Requirements**

**Agreement for Professional Services.** The selected firm will be required to sign the Agreement for Professional Services provided as an attachment to this RFP. If the firm has a pre-existing Agreement for Professional Services with Calleguas, that agreement may be used at Calleguas’ discretion.

**District Contact.** Potential firms may only contact Jennifer Lancaster at [jlancaster@calleguas.com](mailto:jlancaster@calleguas.com) with questions or requests for additional information. Any firm who contacts any other Calleguas staff, including the General Manager or a Board member, will be disqualified.

**Right to Reject Proposals.** Submission of a proposal indicates acceptance of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the selected firm.

The District reserves the right without prejudice to reject any or all proposals.

**Costs Incurred.** Any cost incurred by the proposer in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer. Any cost incurred by the proposer for participation in an interview shall be borne solely by the proposer.

**Proposer's Right to Withdraw Proposal.** Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. Any request must be submitted in writing to [jlancaaster@calleguas.com](mailto:jlancaaster@calleguas.com).

**Subcontractors.** Use of subcontractors must be clearly explained in the proposal and identified by name. Prime contractors shall be wholly responsible for the entire performance whether or not subcontractors are used. Substitution of subcontractors must be approved in writing by the District.

**Proposal Submission Certification.** By submitting a proposal, the firm certifies that they have carefully and thoroughly reviewed this RFP and understands the nature and scope of the work to be done and the terms and conditions thereof.

## Proposal Submittal

Proposals shall be sent via e-mail in pdf format (searchable, bookmarked, and file size less than 10MB) to [jlancaaster@calleguas.com](mailto:jlancaaster@calleguas.com) with the subject line "Proposal to Provide Website Redesign and Hosting Services". Each firm will receive an e-mail response confirming receipt of the proposal. Faxes or hard copies will not be accepted. Calleguas will not be responsible for proposals that are delinquent or lost.

Proposals will be accepted until 5:00 p.m., February 7, 2024. Responses received after this time and date will not be accepted. Evaluation of the proposals will occur following this date.

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

## Selection Process

Proposals will be evaluated based on responsiveness, completeness, suitability of the approach, project experience, team qualifications, and price.

Selection of qualified respondents will be based on the written material submitted. Calleguas reserves the right to verify all information submitted in the proposal. 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.

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

ATTACHMENT A  
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 website design, development, maintenance, hosting services, and related services. 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 District will request that the Consultant perform the work (the “Task”) pursuant to one of the following methods, at District’s discretion:

1.1.1 The District may provide Consultant with a written communication referencing this Agreement and setting forth the scope of the specific service and/or services requested. Consultant will provide District a written estimate of the cost for the requested service(s) including the applicable hourly labor rate(s) for such services and the time for completion. A written authorization from a representative of the District will constitute authorization to the Consultant to perform the Task and acceptance of the cost estimate. The written communications will automatically become exhibits to this Agreement and made a part hereof.

1.1.2 The District may request the Consultant prepare and submit to the District a proposal signed by the Consultant that contains each of the following elements:

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

1.1.2.2 A “not-to-exceed” cost for performance of the Task; and

1.1.2.3 The hourly labor rate(s) to be billed in performance of the Task.

1.1.2.4 The signature of a representative of the District on a letter approving that proposal will constitute authorization to the Consultant to perform the Task and acceptance of the associated cost.

1.1.2.5 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.

1.2 Each written cost estimate (Section 1.1.1) and/or proposal (Section 1.1.2) 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.

1.3 At the request of the District, the Consultant will reasonably cooperate with all other professionals, contractors, and personnel consulted, retained, and/or utilized by the District.

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

1.5 Each month, the Consultant will submit to the District an invoice for the services completed during the previous month. The District will pay the invoice within thirty (30) days of receipt.

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

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

1.8 The District will pay the Consultant the amount invoiced as described in Paragraph 1.6 except in either of the following two cases:

1.8.1 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.

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

1.9 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 22 or 23.

## 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. Any approved subcontractor will be subject to

the terms of this Agreement, and any subcontract will not relieve Consultant of its responsibilities under this Agreement relative to any subcontracted services.

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 work under this Agreement and specific Tasks, 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.

#### 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 content, photos, videos, graphics, advertisements, CD-ROMs, USB flash drives, 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 Paragraph 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 and damages for, all violations of the law in connection with work furnished by the Consultant. This includes, but is not limited to, any alleged infringement upon any patent, copyright, trademark, trade secret, or other proprietary right of any person or entity and any costs incurred by the District in response to any alleged infringement.

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, 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. 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, and Consultant agrees to perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Task.

### 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, and agents, 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 Indemnatee, 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 "Indemnatee"), 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.

(c) Any assertion or finding of negligence, breach, or violation of law by Indemnatee, 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 Indemnatee under 16.2(a) or 16.2(b) for that portion of any Losses that are determined by the trier of fact to have been caused by the sole active negligence or willful misconduct of Indemnatee.

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 Indemnatee, 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 Indemnatee, 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 Indemnatee, then the District may retain independent counsel of its own choosing whose reasonable fees shall be paid by the Consultant for claims alleging Professional Liability. Consultant shall not defend but shall instead reimburse for defense costs.

17.4 No Waiver. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Indemnatee 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 Indemnatee, or any of them.

17.5 Survival. The defense and indemnity requirements contained herein will survive termination of this Agreement for the full period allowed by law.

## 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 two (2) 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).

(d) Coverage for Copyright Infringement Liability appropriate to the Consultant's profession covering damages and claim expenses arising from the Consultant's infringement of third-party copyrights or trademarks in the provision of the Consultant's services.

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. Five Hundred Thousand Dollars (\$500,000) 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.

(d) Copyright Infringement Liability. Two Hundred Thousand Dollars (\$200,000) per claim and applicable for damages and claim expenses alleging the infringement of third-party copyrights or trademarks.

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, 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.

20.2 Security. Consultant shall limit access to District accounts and the Calleguas network to authorized individuals. Consultant shall submit a roster of authorized individuals to the District and update that roster by January 7 each year. Also, Consultant shall immediately notify the District if an authorized individual leaves the employment of the Consultant and submit an updated authorized individual roster within 72 hours. District account and Calleguas network log-in credentials for all authorized individuals shall be required to be changed no less often than every 6 months.

## 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.

(Signature Page Follows)

CONSULTANT

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)

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