



2100 Olsen Road, Thousand Oaks, CA 91360
805.526.9323 | www.calleguas.com

Request for Proposals

Calleguas Municipal Water District Urban Water Management
Plan (UWMP) 2025 Update

RFP Release Date: March 18, 2025

Deadline for Submitting Questions: April 2, 2025 (4:00 pm)

Deadline for Submitting Proposals: April 18, 2025 (5:00 pm)

Contact: Jennifer Lancaster, Manager of Water Resources
jlancaster@calleguas.com

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INTRODUCTION

Calleguas Municipal Water District (Calleguas or District) 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 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. A full list of all Calleguas member purveyors is included in Attachment A.

Calleguas is seeking proposals from qualified and experienced consultants or consultant teams to prepare the District's 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan update.

To achieve consistency and reduce double counting of resources, reinforce collaboration, and save time and money, the District also desires to offer UWMP support services to its interested retail purveyors through optional subagreements with the selected Consultant. These services may range from preparing select chapters or analyses, up to full UWMP preparation. Eleven of Calleguas's 19 retail purveyors are required to prepare UWMPs pursuant to California Water Code §10610-10656 and §10608. While many of Calleguas's member purveyors have indicated a desire to either prepare their UWMP with staff or using a combination of staff and a consultant, several agencies have expressed interest in having Calleguas facilitate a joint effort to retain one consulting firm to help update their UWMPs. This same consultant will prepare Calleguas's own 2025 UWMP update. If one or more purveyors request UWMP support services from the selected consultant, then the specific scopes of work and budgets will be negotiated separately at a later date. Any subagreement with a member purveyor would be administered through Calleguas.

A full description of requested services is included in Attachment B, Scope of Work.

REQUEST FOR PROPOSALS

This Request for Proposals (RFP) is intended to solicit proposals from qualified Consultants to prepare Calleguas's 2025 UWMP in accordance with Division 6 Part 2.6 of the California Water Code §§10608 – 10656 (Urban Water Management Planning Act), and any other applicable state guidelines. The selected Consultant will need to track changes and new requirements in the 2025 UWMP Guidebook to be produced by the Department of Water Resources (DWR) so they are addressed in the final submittal.

The 2025 UWMPs are due for submission to DWR no later than July 1, 2026. Adequate time must be built into the schedule to ensure that the updated UWMP is provided for public review and approval in a timely manner to meet the submission deadline.

The selected Consultant shall provide the full range of services for local and regional water management planning, including, but not limited to, project management and stakeholder outreach; water production and consumption data gathering, review, and analysis; population and demographic analysis; demand projection development; system supply analysis and water supply reliability assessment; water shortage contingency planning (WSCP) updates; demand management measure analysis; and climate change impact analysis. The Consultant shall also ensure that electronic versions of the final documents are fully accessible in compliance with the Americans with Disabilities Act (ADA).

PROPOSAL FORMAT AND CONTENTS

Proposals must be in the format specified below and shall not exceed 30 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, deliverables, and project schedule. The introductory cover letter should provide the name and email address of 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.

The cover letter should also contain an acknowledgement that the proposer has received and reviewed Calleguas's Professional Services Agreement (Attachment C). Please state in your cover letter your willingness to accept the agreement terms and conditions. If you require any changes, please include in your proposal any proposed modifications to the standard terms and conditions. Calleguas retains the right to reject any portion of proposed modifications.

3. Consultant and Project Team Experience and Qualifications

This section focuses on qualifications and experience of the firm and assigned project team members. Provide a description of the firm and any proposed subconsultant(s), including the number of years of continuous operation and number of similar projects completed in the last ten years. The proposer shall present the relevant qualifications, specialized experience, and technical competence of the firm and project team.

Include an organizational chart identifying the key team members (name, titles, and email address for each).

Describe the Project Team's specific experience and the capabilities of the designated project manager, subject matter experts, technical staff, and support staff related to the Scope of Work (Attachment B).

Provide a minimum of three references from clients that the project team has completed similar projects for, including current contact information.

4. Project Approach and Work Plan

The proposal shall include a detailed Work Plan for completion of Calleguas’s 2025 UWMP and associated requirements. At minimum, the items identified in the attached Scope of Work (Attachment B) must be addressed. 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. Project Schedule

Provide a project schedule with key tasks, milestones and deliverables as identified in Section 4. Build in realistic time in the schedule for data collection and agency review of deliverables. Account for the fact that certain data may require long timeframes to obtain.

6. Fee Schedule

Provide a detailed budget for completion of Calleguas’s 2025 UWMP and associated requirements, as outlined in the Project Approach and Work Plan (Section 4).

7. Attachments

The following items may be included as attachments that do not count toward the proposal page limit (30 pages):

- Resumes
- Proposed revisions to Calleguas’s Professional Services Agreement

SCHEDULE

RFP distributed to prospective firms.....	March 18, 2025
Proposer questions due.....	April 2, 2025
Proposals due.....	April 18, 2025

GENERAL REQUIREMENTS

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

District Contact. Potential firms may only contact Jennifer Lancaster at 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 jlancaster@calleguas.com.

Subconsultants. Use of subconsultants must be clearly explained in the proposal and identified by name. Consultants shall be wholly responsible for the entire performance whether or not subconsultants are used. Substitution of subconsultants 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 EVALUATION CRITERIA

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 proposal submittals, 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. An interview may or may not be requested depending on the review of the proposals and the ranking of the consultants.

PROPOSAL SUBMITTAL

Proposals shall be sent via e-mail in pdf format (searchable, bookmarked, and file size less than 15 MB) to jlancaster@calleguas.com with the subject line "**Proposal to Provide 2025 UWMP 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. on April 18, 2025**. 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 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.

ATTACHMENT A

Calleguas MWD Member Purveyors

Attachment A – Calleguas MWD Purveyors and Communities Served

- **Berylwood Heights Mutual Water Company.** A private agricultural water supplier located in an unincorporated area west of Moorpark. It is supplied by groundwater, with potable water from Calleguas used rarely as a backup supply.
- **Brandeis Mutual Water Company.** A private domestic water system serving the campus of American Jewish University, located on the southeast edge of Simi Valley. Its entire supply is potable water from Calleguas.
- **Butler Ranch Mutual Water Company.** A private water supplier located in an unincorporated area west of Simi Valley. To date, the property has not been developed and it has not used Calleguas water.
- **California-American Water Company.** An investor-owned domestic water supplier serving western Thousand Oaks including the community of Newbury Park, and an unincorporated area north of Camarillo. Its entire supply is potable water from Calleguas.
- **California Water Service Company.** An investor-owned domestic water supplier serving eastern areas of the City of Thousand Oaks, including the community of Westlake Village. It is supplied by recycled water from Triunfo Water and Sanitation District and potable water from Calleguas.
- **Camrosa Water District.** A public domestic and agricultural water supplier serving eastern Camarillo and the unincorporated Santa Rosa Valley. It is supplied by groundwater, recycled wastewater, and Calleguas potable water.
- **City of Camarillo.** A municipal domestic water supplier serving portions of the City of Camarillo west of Calleguas Creek. It is supplied by groundwater, recycled wastewater, and Calleguas potable water.
- **City of Oxnard.** A municipal domestic water supplier serving the City of Oxnard. It is supplied by groundwater, recycled wastewater, and Calleguas potable water.
- **City of Thousand Oaks.** A municipal domestic water supplier serving the central part of the City of Thousand Oaks. Its entire supply is potable water from Calleguas.
- **Crestview Mutual Water Company.** A private domestic water supplier serving the western part of the city of Camarillo. It is supplied by groundwater and Calleguas potable water.
- **Golden State Water Company.** An investor-owned domestic water supplier serving the eastern portion of the City of Simi Valley. It is supplied by groundwater and Calleguas potable water.
- **Triunfo Water and Sanitation District (formerly Oak Park Water Service).** A public domestic water supplier serving the unincorporated community of Oak Park. It is supplied by recycled water and Calleguas potable water.
- **Pleasant Valley Mutual Water Company.** A private domestic water supplier serving an unincorporated area north of Camarillo. It is supplied by groundwater and Calleguas potable water.
- **Solano Verde Mutual Water Company.** A private domestic and agricultural water supplier in the northwestern portion of the Las Posas Valley. Its entire supply is potable water from Calleguas.

- **Ventura County Waterworks District No. 1.** A public domestic and agricultural water supplier serving the City of Moorpark and surrounding unincorporated areas. It is supplied by groundwater, recycled wastewater, and Calleguas potable water.
- **City of Simi Valley/Ventura County Waterworks District No. 8.** A public domestic water supplier serving a majority of the City of Simi Valley and nearby unincorporated areas. It is supplied by recycled water and Calleguas potable water.
- **Ventura County Waterworks District No. 19.** A public domestic and agricultural water supplier serving the unincorporated area around Somis. It is supplied by groundwater and Calleguas potable water.
- **Ventura County Waterworks District No. 38.** A public domestic water supplier serving unincorporated areas surrounding Lake Sherwood, south of the City of Thousand Oaks. It is supplied by recycled water from Triunfo Water and Sanitation District and potable water from Calleguas.
- **Zone Mutual Water Company.** A private agricultural water supplier serving the unincorporated area around Somis. It is supplied by groundwater, with potable water from Calleguas used in limited quantities for salt management purposes.

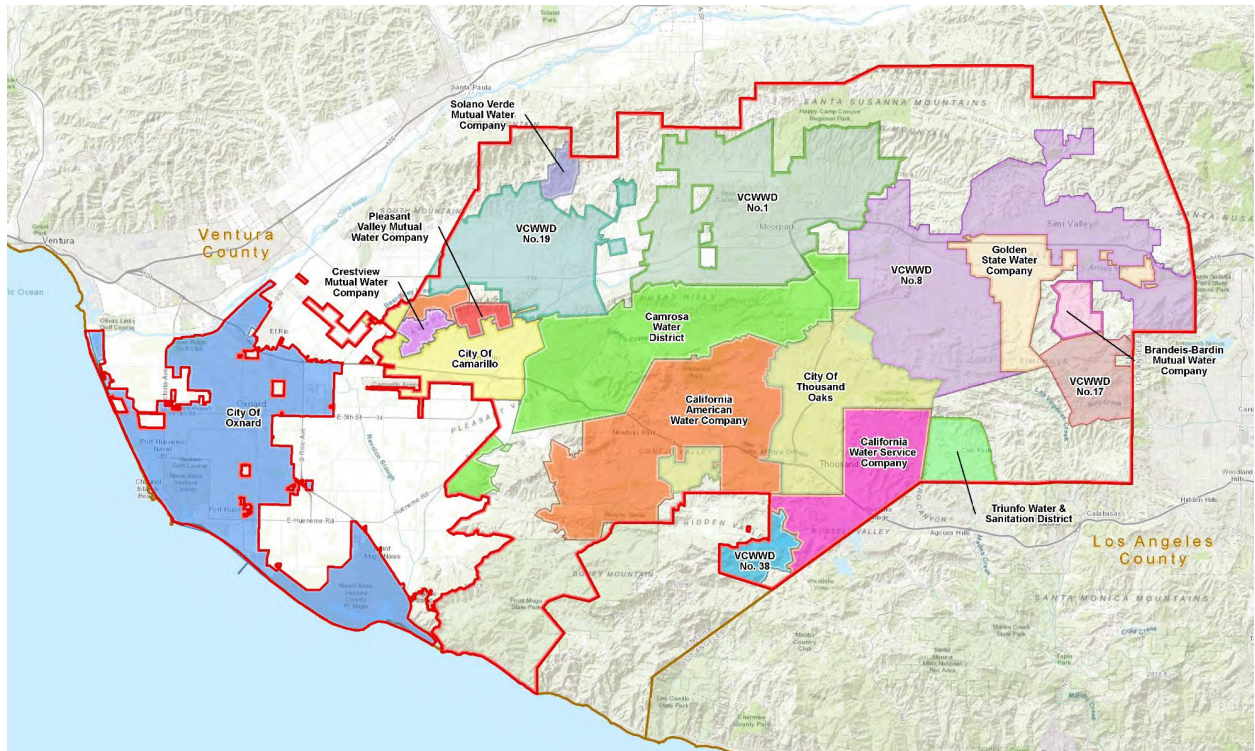
The following communities are indirectly served by Calleguas through the City of Oxnard:

- **Channel Islands Beach Community Services District.** A public domestic water supplier serving the unincorporated communities of Hollywood by the Sea and Silver Strand. It is supplied by the Port Hueneme Water Agency (PHWA) with groundwater and Calleguas potable water.
- **City of Port Hueneme.** A municipal domestic water supplier serving the City of Port Hueneme. It is supplied by PHWA with groundwater and Calleguas potable water.
- **Naval Base Ventura County.** The Navy operates its own water systems at Point Mugu and Port Hueneme. It is supplied by PHWA with groundwater and Calleguas potable water.

The following community is indirectly served by Calleguas through Ventura County Waterworks District No. 8:

- **Ventura County Waterworks District No. 17.** A public domestic water system serving an unincorporated area in Bell Canyon. Its entire supply is potable water from Calleguas.

The figure below shows Calleguas' service area and purveyor boundaries.



ATTACHMENT B

Scope of Work

Attachment B – Scope of Work

California Water Code (CWC) §10610-10656 and §10608 requires water suppliers (including wholesalers), either publicly or privately owned, providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet annually to file with the Department of Water Resources (DWR), the California State Library, and any city or county within which the Participating Agency provides water supplies, a copy of its Urban Water Management Plan (UWMP) no later than 30 days after adoption. Water suppliers are required to file a UWMP at least once every five years.

The selected Consultant shall be responsible for the full preparation tasks of Calleguas's 2025 UWMP. This includes preparation of the reports that will allow easy uploading in the required electronic format to DWR. The consultant shall also be responsible for any additional work required in the event that DWR requires revisions to the submitted.

Use the 2020 UWMP requirements as a guide for any optional tasks that the proposer identifies, as the 2025 UWMP Guidebook has not yet been released by DWR at the time of this RFP but is not expected to vary significantly from the requirements for the 2020 UWMP.

Task 1: Project Management

Project management includes day-to-day interface and communication between the Consultant and Calleguas. It includes pre-scheduled meetings, formal and informal status updates, and spontaneous correspondence related to specific situations or issues to be resolved.

Include Kickoff Meeting with Calleguas and regular status meetings. Calleguas does not require meetings to be in person, so Consultant may assume all meetings to be virtual.

Task 2: Data/Information Collection and Review of 2020 UWMP

- Collect and review pertinent existing documents, including, but not limited to, the following:
 - The Calleguas 2020 UWMP, WSCP, Water Supply Alternatives Study, and other District documents and reports.
 - The Metropolitan Water District of Southern California (Calleguas's wholesale water provider) 2020 UWMP and other pertinent Metropolitan documents.
 - Purveyors' 2020 UWMPs, General Plans, groundwater management plans, and other relevant local and regional plans and documents.
- Review water supply and other data and assumptions provided by Metropolitan for the 2025 UWMP.
- Review purveyors' demand estimates (will be provided by Calleguas).
- Prepare data requests for Calleguas.

Task 3: Agency Coordination

- Develop a list of the agencies with which Calleguas is required to coordinate preparation of its UWMP and document the type of coordination.
- All agency coordination required by CWC §10610-10656 and §10608 must be identified, documented, and disclosed in the UWMP as required.

Task 4: Legislative Requirements and UWMP Outline

- Identify any new legislative requirements for the 2025 UWMP as compared with the 2020 UWMP.
- Provide the overall structure of the Calleguas 2025 UWMP in compliance with the forthcoming 2025 UWMP Guidebook to be released by DWR.
- Review the Calleguas 2020 UWMP content and layout and identify content and layout improvements while still maintaining compliance and consistency with applicable legislative and regulatory requirements of the State of California.

Task 5: Demand Projections

- Describe past, current, and projected water demands, meeting all requirements as described in CWC §10631.
- Describe the service area, including current and projected population, climate, and other social, economic, and demographic factors affecting water management planning.
- Prepare a detailed discussion of anticipated supply under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of droughts, as described in the drought risk assessment (CWC §10635(b)).

Task 6: Water Shortage Contingency Plan

- Prepare a Water Shortage Contingency Plan as part of the UWMP as described in CWC §10632.
- Provide a recommendation for the six standard water shortage levels based on water supply conditions and shortage response actions that align with each level.

Task 7: Draft 2025 UWMP

- Produce new graphics and figures.
- Prepare public hearing notices and notices of availability as required.

Task 8: Final 2025 UWMP

- Produce 15 hard copies of the final document.
- Perform all required noticing and submittals.
- Prepare an ADA compliant electronic version.

Task 9: Plan Submittal

Following adoption of the 2025 UWMP and WSCP by the Calleguas Board of Directors, submit the plan electronically as required by DWR. UWMP must be submitted prior to July 1, 2026. Prepare and send all required notices.

Task 10: Revisions

Make any revisions requested by DWR after UWMP adoption and submittal.

ATTACHMENT C

Standard Professional Services Agreement

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 on an ongoing basis to perform various planning support services, including, but not limited to, consulting, preparing reports, and making investigations and 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, if any, 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, 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 22 or 23. 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 subcontractors, and all personnel engaged in the work, shall be fully qualified and licensed, 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, ancestry, national origin, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code, as amended from time to time), or marital status.

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, 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, 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 the 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 Design Professional Services. As used herein, "design professional" has the same meaning as set forth in California Civil Code Section 2782.8. In addition to all other rights and remedies available to the District under this Agreement and applicable law, the 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, 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, subcontractors 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, independent contractors, products-completed 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 0001. 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. Three Million Dollars (\$3,000,000) per claim with an annual aggregate of Three Million Dollars (\$3,000,000).

(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 Two Million Dollars (\$2,000,000).

(c) Business Automobile and Umbrella Liability. A combined single limit of One Million Dollars (\$1,000,000) 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. Safety precautions as applicable shall include instructions in accident prevention for all employees such as safe walkways, scaffolds, fall protection, ladders, bridges, gang planks, confined space entry procedures, trenching and shoring, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries. 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.

20.2 [Not Used]

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 Olsen Road
 Thousand Oaks, CA 91360-6800
 Fax: (805) 522-5730

If to the Consultant: _____

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 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.

24.3 If the Consultant does not maintain all such records in Ventura County, the Consultant shall, upon request, promptly deliver the records to the District or reimburse the District for all reasonable and extra costs incurred in conducting the audit at a location other than the District, including, but not

limited to, such additional expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

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)

(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

Kristine McCaffrey, P.E., General Manager

Date