



CASITAS MUNICIPAL WATER DISTRICT

REQUEST FOR QUALIFICATIONS (RFQ)

FOR ON-CALL ENGINEERING SERVICES FY 2018-19

April 9, 2018

*Statements of Qualification will be received at the office of the
Casitas Municipal Water District,
1055 Ventura Avenue, Oak View, California 93022
until **Wednesday, May 2, 2018 @ 4:00 p.m.***



**CASITAS MUNICIPAL WATER DISTRICT
REQUEST FOR QUALIFICATIONS
FOR ON-CALL ENGINEERING SERVICES FY 2018-19**

1. INTRODUCTION

Casitas Municipal Water District (Casitas or District) is requesting Statements of Qualifications (SOQ) from firms to provide on-call engineering services for fiscal year 2018-19, with optional one-year extensions for two additional years. Services expected to be provided include:

- a) General civil, mechanical, structural, electrical, and instrumentation design engineering services related to potable water facilities including pipelines, pump stations, tanks, dams, and diversion facilities
- b) Land surveying services including topographic survey, boundary surveys, preparation of legal descriptions, and easement retracement
- c) Geotechnical engineering services including geotechnical investigations and recommendations
- d) Hydraulic modelling and GIS support services
- e) Hydrogeologic engineering services related to groundwater well rehabilitation and installation
- f) Engineering support services during bidding and construction
- g) Construction inspection
- h) Environmental consulting services to support compliance with the California Environmental Quality Act (CEQA) for capital projects
- i) Permitting support to acquire permits from City of Ojai, US Army Corps of Engineers, Caltrans, County of Ventura, California Department of Public Health, Regional Water Quality Control Board, Division of Drinking Water, US Department of Fish and Wildlife, and California Department of Fish and Wildlife

The District intends to maintain a list of no more than five qualified prime engineering firms, with subconsultant support services as needed, to support the implementation of capital projects in the Casitas Water System and the Ojai Water System. Task orders will be issued to firms on a rotating basis based on the qualifications and expertise of the firm and their subconsultants. There is no designated minimum nor maximum value of services to be awarded to any one consultant. There is no restriction on any



subconsultant participating on more than one team. Services to be provided will be dependent on the capital improvement program budget on an annual basis.

2. SOQ SUBMITTAL

Submit five identical copies of the SOQ in hardcopy and a searchable, bookmarked PDF on a compact disk or flash drive to:

Julia Aranda, PE, Engineering Manager
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, California 93022

SOQs will be accepted until **Wednesday, May 2, 2018 at 4:00 p.m.** No SOQs will be accepted after this date and time. SOQs shall be limited to 50 pages, not including cover, table of contents, and dividers. Double-sided to the greatest extent practical is appreciated.

It is the consultant's responsibility to ensure SOQs are received prior to the deadline. SOQs shall include signed acknowledgement of Addenda which may be issued as part of this RFQ. Addenda will be posted on the District's website at:
<https://www.casitaswater.org/lower.php?url=bidding-jobs>.

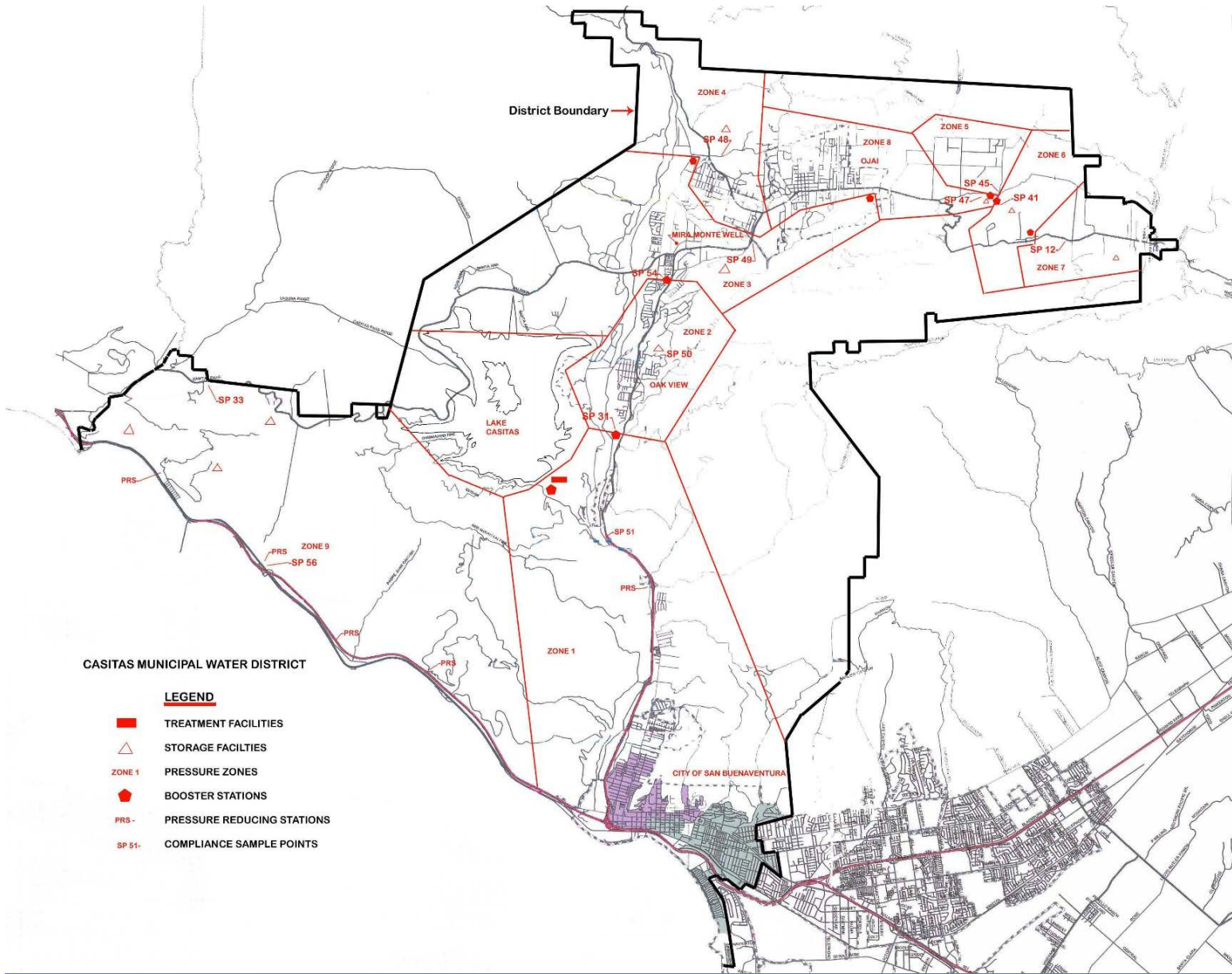
There will be no formal opening of the received SOQs. This solicitation does not commit the District to award any work nor to pay any costs incurred from the preparation of SOQs. Firms responding to this RFQ are solely responsible for all costs and expenses incurred during the selection process.

3. BACKGROUND

Casitas Water System. Casitas is a Municipal Water District established in 1952, providing potable water to western Ventura County including approximately 3,200 agricultural, commercial, and residential customer connections. The District boundaries (Figure 1) encompass the City of Ojai, Upper Ojai, the Ventura River Valley area, the City of Ventura (west of Mills Road), and the beach communities of Solimar, La Conchita, and Rincon.

Casitas operates the Robles Diversion Facility, Robles Canal, Lake Casitas, Casitas Dam (owned by the US Bureau of Reclamation), Lake Casitas Recreation Area, Casitas Water Treatment Plant, as well as 14 steel tanks totaling 30 million gallons of storage, nine pump stations, and approximately 170 miles of pipelines. Professional engineering services may be needed to support the implementation of capital projects at any of the District's facilities, with the exception of the Casitas Dam.

Ojai Water System. Figure 2 shows the Ojai Water System. Casitas acquired the Ojai Water System in 2017 and is currently completing a Condition Assessment and Master



CASITAS MUNICIPAL WATER DISTRICT

- LEGEND**
- TREATMENT FACILITIES
 - △ STORAGE FACILITIES
 - Z PRESSURE ZONES
 - ⬠ BOOSTER STATIONS
 - PRS- PRESSURE REDUCING STATIONS
 - COMPLIANCE SAMPLE POINTS



NO SCALE





Plan. The Ojai Water System obtains its water supplies from local wells in the Ojai Valley Basin and from Casitas, and serves approximately 2,800 customer connections. The Ojai Water System includes 32 miles of pipelines, five tanks totaling 1.544 million gallons of storage, five booster pump stations, five active groundwater wells, and an iron and manganese treatment facility.

The Master Plan is expected to be complete in September 2018 and will include 3-Year and 10-Year Capital Improvement Programs to repair, rehabilitate, or replace components of the water distribution system in Ojai. A preliminary list of recommended projects includes pipeline replacements and a new 100,000-gallon tank. The Master Plan also included creation of a hydraulic model for the Ojai Water System using Innovyze software.

4. SCOPE OF WORK

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

- (a) Alternatives analysis and feasibility studies
- (b) Preliminary engineering including alignment studies, utility research, survey, and geotechnical investigation
- (c) Preparation of plans, specifications, and cost estimates
- (d) Preparation of legal descriptions for new easements
- (e) Topographic survey for design purposes
- (f) Preparation of traffic control plans
- (g) Hydraulic and hydrologic modeling and analyses
- (h) Hydrogeologic studies and recommendations for groundwater well improvements
- (i) Preparation of standard details for water system facilities
- (j) Preparation of environmental documents such as Initial Studies, Mitigated Negative Declarations, and Environmental Impact Reports
- (k) Environmental studies related to CEQA compliance (noise studies, biological surveys, etc.)
- (l) Permitting assistance and coordination with agencies having jurisdiction
- (m) Bid phase assistance such as: pre-bid meeting attendance; preparation of addenda; evaluation of bids; and recommendation for award
- (n) Construction phase assistance such as: review of shop drawings and submittals; responses to Requests for Information; responses to Requests for Clarification; review of Change Order requests; and attendance at construction meetings
- (o) Inspection services during construction
- (p) Preparation of record drawings

The consultant selected for the Task Order will provide a letter proposal to the District with a project understanding, approach, scope, fee, and schedule. A separate Task Order will be issued for each project with a negotiated scope, fee, and schedule.



The District will provide historical documents to the extent available, such as record drawings, previous geotechnical and hydrogeological studies, etc. The District will pay all permitting fees. District staff will perform construction management.

5. SPECIAL CONDITIONS

The selected firm(s) will provide all equipment, personnel, mobilization, analysis, administration, and other work necessary to perform professional services. The selected firm(s) will acquire and schedule all materials, labor, equipment, and all other efforts required to complete each assigned project.

All projects are recognized as public works projects and as such, Articles 1 and 2 of Chapter 1, Part 7, Division II of the California Labor Code, including Sections 1720 through 1861 are applicable to this project. Said sections require the use of prevailing wages for each craft or classification necessary to do the work. The Consultant may be required to submit to the District all certified payrolls.

All work shall be performed in conformance with general industry safety orders of the State of California, Title 8 of Chapter 7, and safety standards set forth by the Occupational Safety and Health Agency (OSHA).

Professional engineering, surveying, geotechnical, and hydrogeologic work shall be completed under the direction of persons licensed to perform such work in the State of California.

6. SOQ CONTENT

Firms submitting an SOQ need not provide any general information about the firm, but only their qualifications to specifically address the needs of this project. The SOQ shall not contain any information on personnel other than those who are actually going to be performing the work and are considered key technical resources for the project. The SOQ should address not only the types of projects anticipated, but those issues and relative points which may not have been described in the RFQ which the firm believes to be pertinent to the types of projects anticipated. The SOQ should contain the following elements:

- a) **Cover Letter**. Provide a cover letter summarizing the firm and team qualifications. Include contact information for the Project Manager and person with signing authority.
- b) **Project Understanding**. Provide a description of the Firm's project understanding and approach to completing project delivery through an on-call contract.
- c) **Project Team**. Provide an organizational chart with key technical lead(s) and support team members. Include brief biographies for each key team member including their specific license(s), certification(s), role, title, and office location.



Include a specific statement indicating key individuals will not be substituted with other personnel without the District's prior approval. Resumes may be included as an Appendix, provided the SOQ remains within the prescribed page limit.

- d) Experience. Include project experience with potable water facilities similar to those operated by Casitas. Submit a listing of three to five references with names and phone numbers for public agencies for which the firm has performed similar services over the past five years. The representative experience should include the personnel considered the primary technical lead(s) for these services. Include a discussion of special problems or difficulties encountered and how they were resolved by the firm.
- e) Rate Schedule. Provide rate schedule(s) which shall be in effect from July 1, 2018 to June 30, 2019. Subsequent years' rate schedule(s) shall be subject to negotiation and acceptance by the District in the event the contract duration is extended. In no case shall a subsequent year's rate schedule(s) exceed a five percent increase from the prior year.
- f) Conflicts. The firm shall identify any conflicts which they believe could affect their ability to perform work in a timely fashion over the duration of the contract.
- g) Acceptance of Contract. Provide an affirmative statement indicating acceptance of the terms and conditions of the Agreement for Engineering Services (Attachment A).
- h) Additional Comments. Provide any comments, suggestions, or additions for the District to consider in selecting the firm. Identify the potential benefit, value, or impact these may have to Casitas.

7. PRE-SOQ CONFERENCE

There will not be a formal pre-SOQ conference prior to the SOQ due date. If the firm desires to visit any of the District's facilities, please contact Julia Aranda, PE, Engineering Manager, at jaranda@casitaswater.com or 805.649.2251, Ext. 107 to make such arrangements.

8. SELECTION

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

- (a) Qualifications and experience of the persons identified as being actively involved in the project.
- (b) The responsiveness of the SOQ to the needs of Casitas.



- (c) Quality of work products, responsiveness, and overall satisfaction of services provided to referenced public agencies.
- (d) Additional information provided by the firm during the interview, if Casitas chooses to conduct interviews with one or more firms.
- (e) Rate schedule(s).

SOQs will be reviewed by a committee of Casitas' Engineering and Operations staff. Casitas reserves the right to reject any and all SOQs considered unacceptable by Casitas or to waive any minor irregularities if so deemed by Casitas for any reason. If Casitas is unable to enter into agreement with a selected firm for any reason, it reserves the right to award the contract to the next responsible firm who submitted an SOQ. The same selection process would be used to select the alternate firm(s). The District reserves the right to retain all SOQs for a period of ninety (90) days and to reject any and all SOQs for any reason at the sole discretion of the District, with or without cause.

9. CONTRACT

It is expected the selected firm(s) will sign a contract with Casitas to perform the work. Casitas' standard Agreement for Engineering Services is provided as Attachment A.

10. CASITAS CONTACT

All questions regarding this RFQ must be directed in writing prior to the deadline in Section 11 to:

Julia Aranda, PE, Engineering Manager
jaranda@casitaswater.com
1055 Ventura Avenue
Oak View CA 93022
805.649.2251, Ext. 107
818.667.7439 cell

11. SCHEDULE

Tentative milestones for the RFQ process are shown below. The District reserves the right to modify the schedule below at its discretion and use appropriate notification to inform potential respondents of any schedule changes.



REQUEST FOR QUALIFICATIONS
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April 9, 2018

Schedule Milestones	
RFQ for On-Call Engineering Services FY 2018-19	
Release RFQ	Monday, April 9, 2018
Deadline for Questions Regarding this RFQ	Monday, April 23, 2018 at 4:00 pm
Statements of Qualification Due	Wednesday, May 2, 2018 at 4:00 pm
Interviews (if requested by Casitas)	Tuesday, May 15, 2018
Evaluation complete	Thursday, May 17, 2018
Award (Board Action)	Wednesday, May 23, 2018

12. ATTACHMENTS

A. Agreement for Engineering Services

ATTACHMENT A
AGREEMENT FOR ENGINEERING SERVICES

**AGREEMENT BETWEEN
THE CASITAS MUNICIPAL WATER District &
[Consultant]
FOR
ON-CALL ENGINEERING SERVICES FY 2018-19**

THIS AGREEMENT is made and entered into this _____ day of ____ in the year 2018 by and between the **CASITAS MUNICIPAL WATER District**, herein designated as the **District**, and **[Consultant]**, herein designated as the **Consultant**.

W I T N E S S E T H

WHEREAS, the District issued a Request for Qualifications for On-Call Engineering Services for FY 2018-19; and

WHEREAS, the Consultant submitted a proposal dated [DATE] to complete the required scope of work; and

WHEREAS, District desires and Consultant is willing to provide the professional services requested; and

WHEREAS, Consultant is well qualified to complete the requested services; and

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants herein contained, the parties hereto agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall be from the date this Agreement is made and entered into, as first written above, until the completion of all services by the Consultant and acceptance of those services and materials by the District or until June 30, 2019.
2. DATA FURNISHED BY District. For the purpose of aiding Consultant in the performance of its obligations under this Agreement, District has furnished Consultant with existing information which was indicated by District as being available and which Consultant had requested. Consultant shall apply reasonable caution in its use and interpretation of the data and shall promptly advise District of any suspected inaccuracies or omissions in the data that has been furnished, or may be furnished during the project. Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of As Built drawings, furnished by District or third parties retained by District.
3. SCOPE OF SERVICES.

[See Exhibit A-"Scope of Work"]

4. FEE FOR SERVICES. The District shall pay to the Consultant on a completed task basis for services requested by the District. The completed task unit cost shall be as shown on [Exhibit A]. The task unit cost for services shall be the fully loaded cost and shall include all overhead costs, material costs and miscellaneous costs.

The total fee for services shall not exceed \$XXX,XXX without the prior written consent of the District.

5. DELIVERABLES. The completion and delivery of one copy and one electronic file (Adobe format or otherwise mutually agreed format) of the following shall be defined as the work required achieving the designated deliverables:

See Exhibit A.

6. PAYMENT OF COMPENSATION. Compensation shall be billed monthly in increments based on the percentage of each task completed.
7. CHARGES FOR REVIEW OF BILLS. The Consultant shall not charge District for questions of billings under this Agreement. The Consultant shall answer all questions about billings to the satisfaction of District.
8. NO INTEREST, NO ATTORNEYS' FEES. No interest shall be charged on bills and each party will bear their own attorneys' fees and costs for any lawsuit or arbitration or other dispute resolution methodology arising out of this project.
9. CHANGES. Consultant shall provide engineering services as required by this Agreement without modification or changes to the hourly rate or any other extra compensation, excepting only changes authorized by a written change order signed by District and Consultant. Any change in the total compensation allowed for performance under this Agreement shall be accomplished only by such a change order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the work, and no claim that District has been unjustly enriched by any alteration or addition to work, whether or not there is, in fact, any unjust enrichment to the work, shall be the basis of any claim to any increase in the total compensation provided for in this Agreement. Should District request a change in the services covered by this Agreement, Consultant shall not expend any time or money for the change until a written change order is prepared and signed by District and Consultant. Should Consultant expend time or funds without an executed change order, all costs therefore shall be the sole responsibility of Consultant. Once a change order is prepared and signed by both parties, it shall constitute a final settlement of all matters relating to the change which is the subject of the change order, including, but limited to, all direct and indirect costs associated with such change and any and all adjustments to the fee due the Consultant and the work schedule.
10. PROJECT SCHEDULE. Consultant understands the importance of accurate and timely completion of the required tasks. The project schedule shall be as shown in Exhibit A.

11. RESPONSIBILITY OF Consultant.

- a) Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all testing, analysis, inspection, reports, designs and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, promptly correct any Consultant errors, omissions, or other deficiencies in its analysis, inspection, testing, reports, designs, and other services; to the extent such corrections are not attributable to change in project description or data modification by District.
- b) Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and the cost proposal. Approval by District of analyses, inspection, testing, reports, designs and incidental engineering work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of its work. Neither District's approval or acceptance of, nor payment for, any of Consultant's services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- c) Consultant shall be and remain liable in accordance with applicable California law for damages to District caused by Consultant's negligent performance of any of the services furnished under this Agreement.

12. PERSONNEL. District requires the following project team members to work directly with the District until completion of the project. Consultant shall inform District immediately if any of the following personnel or staff listed in the proposal become unavailable for any reason prior to completion of their tasks:

<u>Name</u>	<u>Role</u>
[NAME OF PRINCIPAL]	Principal-in-Charge
[NAME OF PROJECT MANAGER]	Project Manager

In the event a change in any of the above-named personnel or staff listed in the proposal becomes necessary, Consultant shall promptly submit to the District the name and qualifications of the proposed replacement person(s). Consultant and District will then agree upon the selection of the replacement person(s) whose qualifications and expertise shall be at least equal to the person replaced. The penalty for replacement of personnel without permission of Casitas will be ten percent (10%) of the gross of the contract. Consultant agrees not to request an increase in the per-hour fee or any other compensation for such a change in personnel.

13. INSURANCE.

- a) During the course of this Agreement, Consultant shall pay for and maintain in full force and effect, and cause each of its subconsultants to maintain in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of Consultant or its subcontractors in connection with or related to the

assessment services to be performed under this Agreement.

- b) During the course of this Agreement, Consultant shall pay for and maintain in full force and effect, and cause each of its subconsultants to maintain in full force and effect, workers' compensation insurance, including occupational disease provisions, as required by the laws of the State of California and employer's general liability insurance for all labor employed by them, directly or indirectly, in the performance of this Agreement.

- c) During the course of this Agreement, Consultant shall pay for and maintain in full force and effect, public liability and property damage insurance naming District, its officers, directors, and employees as additional insured, insuring against liability and claims for damages because of bodily injury, sickness or disease, death or injury to or destruction of tangible property arising out of or resulting from any work performed under this Agreement, whether such work is performed by Consultant or a subconsultant or by anyone directly or indirectly employed by them, or by anyone else for whose acts any of them may be liable. Such insurance shall include all major divisions of coverage and be on a comprehensive basis, including: (a) premises/operations; (b) independent contractor's protection; (c) products included in operations; (d) contractual (including Consultant's indemnity obligations for tort liability under this Agreement); (e) owned, non-owned and hired motor vehicles and other mobile equipment; and (f) broad form property damage endorsement, including completed operations. The limits of liability for such insurance shall be not less than \$1,000,000 per occurrence for public liability and \$1,000,000 per occurrence for property damage. Such insurance shall be issued by a responsible carrier or carriers acceptable to District. All such insurance shall be written on an occurrence basis and shall be primary and noncontributory. Consultant shall cause each of its subcontractors to procure, pay for and maintain in full force and effect during the course of this Agreement, public liability and property damage insurance reasonably satisfactory to District and naming District, its officers, directors and employees as additional insured with respect to claims arising out of operations performed on behalf of Consultant for the consulting services covered by this Agreement.

The District, its directors, officers, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, agents and volunteers.

- d) Worker's Compensation Insurance - by his signature hereunder, Consultant certifies that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and he

will comply with such provisions before commencing the performance of the work of this contract.

The Consultant shall maintain, and shall cause all subcontractors he may employ to maintain, adequate workers compensation insurance under the laws of the State of California for all labor employed by them, directly or indirectly, in the execution of the work. The Consultant and all subcontractors shall file with the District certification of such workers compensation insurance prior to beginning any work under this Agreement.

- e) Prior to the commencement of performance of any work under this Agreement, Consultant and its subconsultants shall furnish District with certificates of insurance in form and substance satisfactory to the District evidencing all of the insurance coverage required by paragraphs a. through c. above. All policies and certificates of insurance required under paragraphs a. through c. above shall expressly provide for no less than 30 days prior written notice to District in the event of a cancellation, non-renewal or expiration of the coverage.

14. **INDEMNIFICATION.** Consultant shall defend, indemnify and hold District and its officers, directors, and employees, harmless from all loss, liability and expense from all third party tort claims and demands or liability if and to the extent caused by negligence or willful misconduct of Consultant, its subconsultants and employees whether such claims, demands or liability are caused by Consultant, Consultant's agents or employees, or subconsultants employed by Consultant, their agents or employees, or products installed on the project by Consultant or its subconsultant, excepting such loss, liability or expense as may be caused by District's negligence or willful misconduct. Such indemnification shall extend to claims, demands or liability for injury, death or damage to property arising after completion of the project as well as during the work's progress. The foregoing indemnification shall apply, without limitation, to bodily injury and property damage claims as well as to stop notices and monetary claims for labor, materials or equipment furnished in the performance of the professional services covered by this Agreement. In the event such liability, claims, actions, causes of action or demands are caused by the joint or concurrent negligence of more than one party, such liability shall be borne by each party in proportion to its own fault. The duty to defend shall not apply to professional liability claims.

15. **ASSIGNMENT.** Neither party may assign this Agreement or any payments due under this Agreement, either voluntarily or involuntarily, without the prior written consent of the other party. If and to the extent any assignment is authorized, it shall not be effective until the assignee signs a written agreement to be bound by all of the provisions of this Agreement, nor shall it relieve the assignor of its obligations under this Agreement unless the written consent to the assignment expressly states that the assignor shall be relieved.

16. **TERMINATION.** The District may, by written notice to Consultant, suspend or discontinue the performance of all work pursuant to this Agreement, and may terminate this Agreement, with or without cause after 15 calendar day's written notice from the date of mailing. In the event of a termination without cause, Consultant will be entitled to a

reasonable portion of the lump sum fee for its services rendered prior to the effective date of the notice, but Consultant shall have no claim against District for loss of anticipated profits or other payment on account of services not yet performed and which are not thereafter performed by Consultant. In the event of a termination without cause, Consultant will submit a final invoice to District for all services rendered prior to termination within a reasonable time, not to exceed 45 days of the effective date of such notice. Any bills received after the expiration of the 45-day period need not be paid by the District.

17. OWNERSHIP OF DOCUMENTS. All plans, studies, sketches, reports, test data, and drawings, prepared by or for either party pursuant to this Agreement including copyright ownership shall be the property of District when Consultant has been compensated for all undisputed billings in accordance with this Agreement, whether the work for which they are prepared be executed or not. Upon completion of all work under this Agreement, or in the event this Agreement is terminated prior to completion of all such work, all documents, plans, specifications, drawings pertaining to the facility, and all other material provided to assist Consultant in performing under this Agreement shall be delivered forthwith to District. However, nothing shall prevent Consultant from using intellectual property developed under this contract in other works. All documents, including, but not limited to, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments for service specific to this project. They are not intended nor represented to be suitable for reuse by District or others on extensions of the project or on any other project. Any reuse without the prior written verification or adaptation by District for the specific purpose intended shall be at District's sole risk.
18. GOVERNING LAW; PLACE OF SUIT. This Agreement is to be governed by and construed in accordance with the laws of the State of California. Any lawsuit arising out of this Agreement shall be filed and prosecuted exclusively in Ventura County, California Superior Court.
19. SUBCONTRACTS. District has entered into this Agreement in order to receive the services of Consultant. The provisions of the Agreement shall equally apply to any subcontractor of Consultant. Consultant shall include in all subcontracts a clause making the terms of this Agreement binding upon the subcontract.
20. MONTHLY BILLINGS. Contractor shall not bill District more often than monthly during the term of this Agreement. Invoices shall fully define the work component completed, the hours spent on each task, the budget for each person in terms of cost and hours, the pay rate for the person assigned, the percentage of the task completed in terms of actual work remaining, and costs remaining until completion of the task at the time of billing. Each invoice shall also contain a purchase order number or task order number assigned and the invoice shall state the billing period. The invoice will be paid within thirty (30) days after the approval by the District Board of Directors.
21. ENTIRE AGREEMENT. This Agreement constitutes the whole Agreement between the parties hereto with respect to the subject matter hereof, and neither party nor any of its agents or employees has made any representation except as specifically provided herein.

Neither of the parties in executing or performing this Agreement is relying upon any statement or information to whomsoever made or given directly or indirectly, verbally or in writing by any individual or corporation except as specifically provided herein. The Agreement may not be modified or altered except in writing signed by both parties.

22. OPINIONS OF COST AND SCHEDULE. Consultant's opinions on cost and schedule shall be made on the basis of available information and Consultant's expertise and qualifications as a professional. Consultant does not warrant or guarantee that its opinions on cost or schedule of current and future levels and events will not vary from Consultant's estimates or forecasts or from actual outcomes.
23. NOTICES. All communication, notices, and demands of any kind which either party hereto may be required or may desire to give to or serve upon the other party may be given or served by manual delivery to such party or an office thereof or by enclosing it in a sealed envelope and depositing it in the United State mail, postage prepaid, registered, and addressed to the respective parties as follows:

To District:

Steven E. Wickstrum, General Manager
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022
(805) 649-2251

To Consultant:

Name, Title
Firm
Address
City State Zip
Phone

The effective date of all hand-delivered notices shall be the date of delivery. The effective date of all mailed notices shall be the second day following the deposit in the mail.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CASITAS MUNICIPAL WATER District

Secretary,
Casitas Municipal Water District

By: _____
Casitas Municipal Water District

APPROVED AS TO FORM:

John M. Matthews, Attorney
Arnold LaRochelle Mathews VanConas & Zirbel LLP

[NAME OF Consultant]

By: _____