



CASITAS MUNICIPAL WATER DISTRICT

**REQUEST FOR QUALIFICATIONS
AND PROPOSAL (RFQ/P)**

FOR COMPREHENSIVE WATER RESOURCES PLAN

October 26, 2018

*Statements of Qualification/Proposals will be received at the office of the
Casitas Municipal Water District,
1055 Ventura Avenue, Oak View, California 93022
until **Friday, December 7, 2018 at 4:00 p.m.***

*A non-mandatory pre-proposal meeting will be held at the District office
on **Thursday, November 8, 2018 at 10:00 a.m.***

**CASITAS MUNICIPAL WATER DISTRICT
REQUEST FOR QUALIFICATIONS
AND PROPOSAL (RFQ/P)
FOR COMPREHENSIVE WATER RESOURCES PLAN**

1. INTRODUCTION

Casitas Municipal Water District (Casitas or District) is requesting Statements of Qualifications/Proposals from firms to prepare a Comprehensive Water Resources Plan. Services expected to be provided include:

- Project management including coordination, meetings and quality control/quality assurance.
- Review existing planning documents prepared by the District and others to evaluate water supply and demand estimates, and feasibility, reliability, cost, and water quality of water supply projects previously proposed for implementation.
- Facilitate stakeholder meetings to gather input on community priorities for water supply projects.
- Identify potential funding sources.
- Prepare a Comprehensive Water Resources Plan to guide the District in future implementation of water supply projects. The Comprehensive Water Resources Plan will provide anticipated timelines for implementation, conceptual cost estimates, regulatory permits and constraints, integration to the District's existing system(s) and program(s), and prioritization of projects.

2. SUBMITTAL

Submit five identical copies of the Statement of Qualifications and Proposal 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

One copy of the fee proposal shall be submitted in a separate sealed envelope and a separate pdf document. Submittals will be accepted until **Friday, December 7, 2018 at 4:00 p.m.** No submittals will be accepted after this date and time. Submittal 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 submittals are received prior to the deadline. Submittals shall include signed acknowledgement of Addenda which may be

issued as part of this RFQ/P. 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 submittals. This solicitation does not commit the District to award any work nor to pay any costs incurred from the preparation of submittals. Firms responding to this RFQ/P are solely responsible for all costs and expenses incurred during the selection process.

3. BACKGROUND

Casitas is a Municipal Water District established in 1952, providing wholesale and retail potable water to Western Ventura County including approximately 6,000 agricultural, commercial, and residential customers. 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 160 miles of pipelines.

Casitas acquired the Ojai Water System in 2017 and is currently completing a Condition Assessment and Master Plan. The Ojai Water System obtains its water supplies from local wells in the Ojai Valley Basin and from Casitas. 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 Ojai Water System 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.

Current water supply sources include:

- Surface water into Lake Casitas from the surrounding watershed including Coyote Creek and Santa Ana Creek
- Surface water from the Ventura River to Lake Casitas via Robles Diversion and Robles Canal; the diversion is subject to the requirements of the Biological Opinion of the National Marine Fisheries Service (2003) and the Critical Drought Protection Measures
- Groundwater wells in the Ojai Valley Groundwater Basin

Currently Lake Casitas is at approximately 31% of capacity (75,000 acre-feet in storage) due to the ongoing drought. The Ojai Valley Groundwater Basin is currently at approximately 60% of its capacity (50,000 acre-feet in storage). Casitas implemented Stage 3 of the Water Efficiency and Allocation Plan (WEAP) in July 2016 and will consider moving to Stage 4 after the winter of 2018-19, depending on rainfall and diversion efforts into Lake Casitas.

The District is interested in short-term (0-5 years), mid-term (5-10 years), and long-term (10-20 years) alternatives and anticipates the final deliverable will include a mix of water supply opportunities to address immediate needs and sustain the community into the future. The plan should include flexibility and adaptability to respond to future conditions such as, but not limited to, climate change, regulatory constraints, and funding resources. A decision-making tool to assist the District in evaluating the options as conditions change is also desired.

In addition to the general community which Casitas serves, potential stakeholders to this project include:

Potential Stakeholders	
Agricultural community	Ojai FLOW
Calleguas Municipal Water District	Ojai Valley Land Conservancy
City of Ojai	Ojai Valley Sanitary District
City of Ventura	Ojai Valley Water Advisory Group
County of Ventura including Ventura County Watershed Protection District	Ojai Water Conservation District
Meiners Oaks Water District	US Bureau of Reclamation
Ojai Basin Groundwater Management Agency	US Forest Service
Ojai Chamber of Commerce	Ventura River Water District

Other stakeholders may be identified throughout the course of the project.

4. SCOPE OF WORK

The Comprehensive Water Resources Plan is intended to provide a road map for the District to supplement existing surface water and groundwater resources. A proposed outline for the Comprehensive Water Resources Plan includes:

1. Executive Summary
2. Background Information
 - 2.1. Water Resources Planning and Security Projects
 - 2.1.1. Supply and Demand Evaluation
 - 2.1.2. Previous Project Alternatives Considered
 - 2.1.3. Water Security Projects Implemented
3. Stakeholder Involvement
4. Projects Considered
5. Rating and Ranking Criteria
6. Project Alternatives
 - 6.1. Alternative 1
 - 6.1.1. Feasibility
 - 6.1.2. Reliability
 - 6.1.3. Regulatory Permits/Constraints

- 6.1.4. Water Quality
- 6.1.5. System Integration
- 6.1.6. Conceptual Cost
- 6.1.7. Timeline
- 6.2. Alternative 2
 - 6.2.1. Feasibility
 - 6.2.2. Reliability
 - 6.2.3. Regulatory Permits/Constraints
 - 6.2.4. Water Quality
 - 6.2.5. System Integration
 - 6.2.6. Conceptual Cost
 - 6.2.7. Timeline
- 6.3. Alternative 3
 - 6.3.1. Feasibility
 - 6.3.2. Reliability
 - 6.3.3. Regulatory Permits/Constraints
 - 6.3.4. Water Quality
 - 6.3.5. System Integration
 - 6.3.6. Conceptual Cost
 - 6.3.7. Timeline
- 6.4. Alternative 4
 - 6.4.1. Feasibility
 - 6.4.2. Reliability
 - 6.4.3. Regulatory Permits/Constraints
 - 6.4.4. Water Quality
 - 6.4.5. System Integration
 - 6.4.6. Conceptual Cost
 - 6.4.7. Timeline
- 6.5. Alternative 5
 - 6.5.1. Feasibility
 - 6.5.2. Reliability
 - 6.5.3. Regulatory Permits/Constraints
 - 6.5.4. Water Quality
 - 6.5.5. System Integration
 - 6.5.6. Conceptual Cost
 - 6.5.7. Timeline
- 6.6. Alternative 6
 - 6.6.1. Feasibility
 - 6.6.2. Reliability
 - 6.6.3. Regulatory Permits/Constraints
 - 6.6.4. Water Quality
 - 6.6.5. System Integration
 - 6.6.6. Conceptual Cost
 - 6.6.7. Timeline
- 6.7. Summary of Water Supply Alternatives
- 7. Funding Source Alternatives
 - 7.1. Grants

- 7.2. Loans
- 7.3. Bonds
- 7.4. Rates
- 7.5. Other
- 8. Water Supply Project Recommendations
 - 8.1. Recommendation 1
 - 8.2. Recommendation 2
 - 8.3. Recommendation 3

The Consultant will provide interim deliverables as the project progresses. Expected services to be provided for the Comprehensive Water Resources Plan include:

Task 1. Project Management, Quality Assurance/Quality Control, and Meetings

This task includes project management and coordination activities as well as quality control/assurance, and meetings with the project team and stakeholders.

Task 1.1 Project Management. Monitoring and coordination of budget, schedule, subconsultants, and internal project team. Prepare monthly invoices and updated schedule.

Task 1.2 Quality Control/Quality Assurance. Review and quality control of all deliverables prior to submittal to Casitas.

Task 1.3 Meetings. Anticipated meetings include:

- Project kick-off meeting with Casitas staff
- Stakeholder meetings (at stakeholder's location)
- Monthly progress meetings with Casitas staff (in-person or conference call)
- Project updates at monthly Water Resources Committee meetings
- Three presentations at Casitas Board meetings
- Review meeting on Draft Comprehensive Water Resources Plan

For project kick-off and progress meetings, Consultant shall prepare and distribute draft agenda at least three days prior to each meeting. Minutes shall be prepared and provided within five business days after each meeting. Consultant shall prepare PowerPoint presentations for Water Resources Committee and Board meetings, which are meant to be status/progress updates throughout the course of the project. A Board presentation on the Final Comprehensive Water Resources Plan will also be conducted. All meetings shall take place at the District office unless otherwise noted.

Deliverables:

- Monthly invoices
- Monthly updated project schedules
- Meeting agendas and minutes
- PowerPoint presentations

Task 2. Review and Summarize Existing Planning Documents and Current Project Status

A variety of planning documents were prepared by Casitas and others evaluating water supply project alternatives. Previous planning documents prepared by Casitas include:

- A Report on the Feasibility of Water Supply Development, Bureau of Reclamation, 1968
- Feasibility of Importing State Project Water into Ventura County, James M. Montgomery, Consulting Engineers, Inc., 1986
- Evaluation of Alternatives Involving a Castaic Lake Delivery Point, James M. Montgomery, Consulting Engineers, Inc., 1988
- Inter-Departmental Memorandum, Water Supply and Demand Status Report, 1989
- Optimization Study of State Water Importation, Kennedy/Jenks/Chilton, 1990
- Alternatives Selection Study for a Joint Agency Water Supply Project, Boyle Engineering Corporation, 1991
- Alternatives Evaluation Study for a Joint Agencies Water Supply Project, Boyle Engineering Corporation, 1991
- Water Supply and Use Status Report, Casitas Municipal Water District, 2004
- Urban Water Management Plans, 2005, 2010, and 2015
- Preliminary Water Security Project Analysis, WREA and Kear Groundwater, 2016

Documents prepared by others include, but are not necessarily limited to:

- Reclaimed Water Feasibility/Marketing Study, Ojai Valley Sanitary District, Boyle Engineering Corporation, 1992
- Ventura County Water Management Plan, County of Ventura Resource Management Agency, 1994
- Biological Assessment and Biological Opinion, National Oceanic and Atmospheric Administration, 2003
- Groundwater Budget and Approach to a Groundwater Management Plan, Upper and Lower Ventura River Basin, Daniel B. Stephens & Associates, Inc., 2010
- Ventura River Watershed Management Plan, Ventura River Watershed Council, 2015
- Water Shortage Event Contingency Plan, City of Ventura, 2015
- 2015 Urban Water Management Plan for City of Ventura, Kennedy/Jenks Consultants, 2016
- Notice of Preparation of a Draft Environmental Impact Report Water Supply Projects, City of Ventura, 2017
- Notice of Preparation of a Draft Environmental Impact Report State Water Interconnection Project, City of Ventura, 2018
- State Water Interconnection Project Environmental Impact Report Scoping Report, 2018

- A Cooperative Regional Approach to Improving Ventura County's Water Supply Reliability, Richard H. Hajas, 2018
- Groundwater Management Plan 2018 Update Ojai Valley Groundwater Basin (Draft), Ojai Basin Groundwater Management Agency, 2018
- Comprehensive Water Resources Report, City of Ventura, 2018
- Treatment Plant Effluent Considerations, Ojai Valley Sanitary District, July 2018

Consultant shall research additional documents, as well, to understand the water supply issues and constraints affecting Casitas and its service area. Consultant shall research and confirm relevant assumptions presented in source documents.

Task 2.1 Review Existing Planning Documents. Consultant shall review these planning documents to evaluate water supply and demand estimates from Casitas and its purveyors, and feasibility, reliability, regulatory agency permits/constraints, cost, and water quality of water supply projects proposed for implementation. It is anticipated there are similar projects within these planning documents which were evaluated and either recommended or dismissed at the time. The supply and demand evaluation shall include a 'reality check' on the projected demands.

Task 2.2 Review Existing Water Security Project Status. Consultant shall review status of existing water security projects on which Casitas is currently working and/or coordinating with other agencies. These include the State Water Project Interconnection and Matilija Formation Deep Wells.

Task 2.3 Summarize Existing Planning Documents and Status of Current Water Supply Projects. Consultant shall prepare a Technical Memorandum (TM) summarizing the water supply and demand analyses, project alternatives previously evaluated in other planning documents, and the current status of water security projects. The TM shall discuss the advantages and disadvantages of the alternatives from their respective studies and evaluate whether there are viable alternatives to reconsider. The information shall be presented in an easy to understand matrix, figure, or other graphical format which can be presented to the general public as an informational tool.

The TM shall be incorporated into the Comprehensive Water Resources Plan as Background Information. A Draft TM shall be submitted for District review and comment. The Final TM shall incorporate District comments.

Deliverables:

- Graphical exhibit summarizing water supply alternatives considered
- Draft and Final TM

Task 3. Develop Water Supply Alternatives

Using the TM as a starting point, Consultant shall develop feasible water supply alternatives which may include surface water, desalinated seawater, groundwater,

imported water, recycled water, and/or stormwater. Water supply projects will be developed with Casitas and stakeholder involvement and will pass through a ranking process for consideration.

Task 3.1 Develop Ranking Criteria and Decision-Making Tool. Consultant will develop ranking criteria for consideration by Casitas to apply to proposed water supply projects. Criteria may include cost-benefit analysis, regulatory constraints, timeline, risk versus reliability, impacts associated with climate change, or other criteria. At one of the regular monthly meetings, the criteria will be discussed and the projects will be scored and ranked.

Consultant will prepare a decision-making tool to assist the District in evaluating the sensitivity of each alternative to various factors. The decision-making tool will include graphical output showing how each project responds to the factors and influences their rating/ranking.

Task 3.2 Develop Water Supply Projects. Based on the results of the ranking exercise and decision-making tool, Consultant will develop no more than six water supply projects to a conceptual level. It is anticipated there will be short-, mid- and long-term projects in the mix of alternatives which will move forward to the level of conceptual design.

Prepare a project description for each with conceptual level design drawings, AACE International Class 4 cost estimate, regulatory permits required, anticipated environmental documentation needed, inter-agency coordination, and timeline for implementation with detailed tasks.

Deliverables:

- Decision-making tool
- Summary of scoring and ranking
- Preliminary project analysis

Task 4. Review Funding Alternatives

Consultant shall provide an overview of funding alternatives for the District's consideration to pursue. These may include grants, loans, bonds, rates, or other mechanisms. Evaluation shall include advantages and disadvantages of each funding source, timeline for implementation, and overview of potential impacts to ratepayers.

Deliverables:

- Draft funding source alternatives evaluation

Task 5. Draft and Final Comprehensive Water Resources Plan

Based on the work performed in Tasks 2, 3 and 4, Consultant shall prepare a Draft and Final Comprehensive Water Resources Plan.

Task 5.1 Draft Comprehensive Water Resources Plan. Using the outline provided, and revised based on discussions with District staff, Consultant shall prepare a Draft Comprehensive Water Resources Plan. The projects/programs recommended in the Draft are expected to be provided at a conceptual level with an associated implementation schedule with specific tasks for further evaluation/study such as preliminary design, hydraulic analysis, geotechnical investigation, funding strategy, etc. Cost estimates shall be at AACE International Class 4 level.

The Draft shall be provided in searchable, indexed Adobe Acrobat (pdf) format and shall include tables and figures as appropriate to convey the alternatives described and recommended. The graphical exhibit(s) prepared in Task 2.3 shall be updated to include the water supply project recommendations.

Task 5.2 Final Comprehensive Water Resources Plan. Consultant shall incorporate comments received from the District into the Final Comprehensive Water Resources Plan. The Final Plan shall be provided in searchable, indexed pdf format. The final report shall be stamped and signed by a Professional Engineer registered in the State of California.

Deliverables:

- Draft and Final Comprehensive Water Resources Plan

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 this project.

Professional engineering shall be completed under the direction of persons licensed to perform such work in the State of California.

6. SUBMITTAL CONTENT

Firms providing a submittal need not provide any general information about the firm, but only their qualifications to specifically address the needs of this project. The submittal 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 submittal should address not only the issues described herein, but those issues and relative points which may not have been described in the RFQ/P which the firm believes to be pertinent to this project. The submittal should contain the following elements:

- a) Cover Letter. Provide a cover letter summarizing the firm and team qualifications as well as the overall project approach. Include contact information for the Project Manager and person with signing authority.

- b) Project Understanding and Scope of Work. Provide a description of the Firm's project understanding and approach to completing project delivery and providing a comprehensive review, development of alternatives, and recommendations for implementation. **Enhance the scope of work with specific task(s) which provide benefit or value to the District.** Provide a detailed schedule with key milestones in Gantt chart format.
- 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 submittal remains within the prescribed page limit.
- d) Experience. Include project experience with water resources planning similar to that requested by Casitas. Submit three to five references with names and phone numbers for public agencies for which the firm has performed similar services. **If the planning document(s) prepared are publicly available, provide a link to the website(s) from which they can be viewed.** 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) Conflicts. Identify any conflicts which could affect the ability to perform work in a timely fashion over the duration of the contract. **If the firm is currently under contract with a stakeholder to this project, provide a description of the services being performed and the timeline for completion.**
- f) 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.
- g) Acceptance of Contract. Provide an affirmative statement indicating acceptance of the terms and conditions of the Agreement for Engineering Services (Attachment A).
- h) Fee Proposal. **In a separate sealed envelope and separate pdf file**, provide a fee proposal to perform the work.

7. PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held Thursday, November 8, 2018 at 10:00 a.m. at the District office. Please contact Julia Aranda, PE, Engineering Manager, at jaranda@casitaswater.com or 805.649.2251, Ext. 107 to indicate your intent to attend.

8. SELECTION

The selection of a Consultant 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 submittal to the needs of Casitas and the firm's approach to perform the work.
- (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.

Casitas reserves the right to reject any and all submittals considered unacceptable by Casitas or to waive any minor irregularities if so deemed by Casitas for any reason. Casitas intends to negotiate a scope and fee with the highest ranked firm. If Casitas is unable to enter into agreement with the selected firm for any reason, it reserves the right to negotiate with the next highest ranked firm. The District reserves the right to retain all submittals for a period of ninety (90) days and to reject any and all submittals 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/P 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

11. SCHEDULE

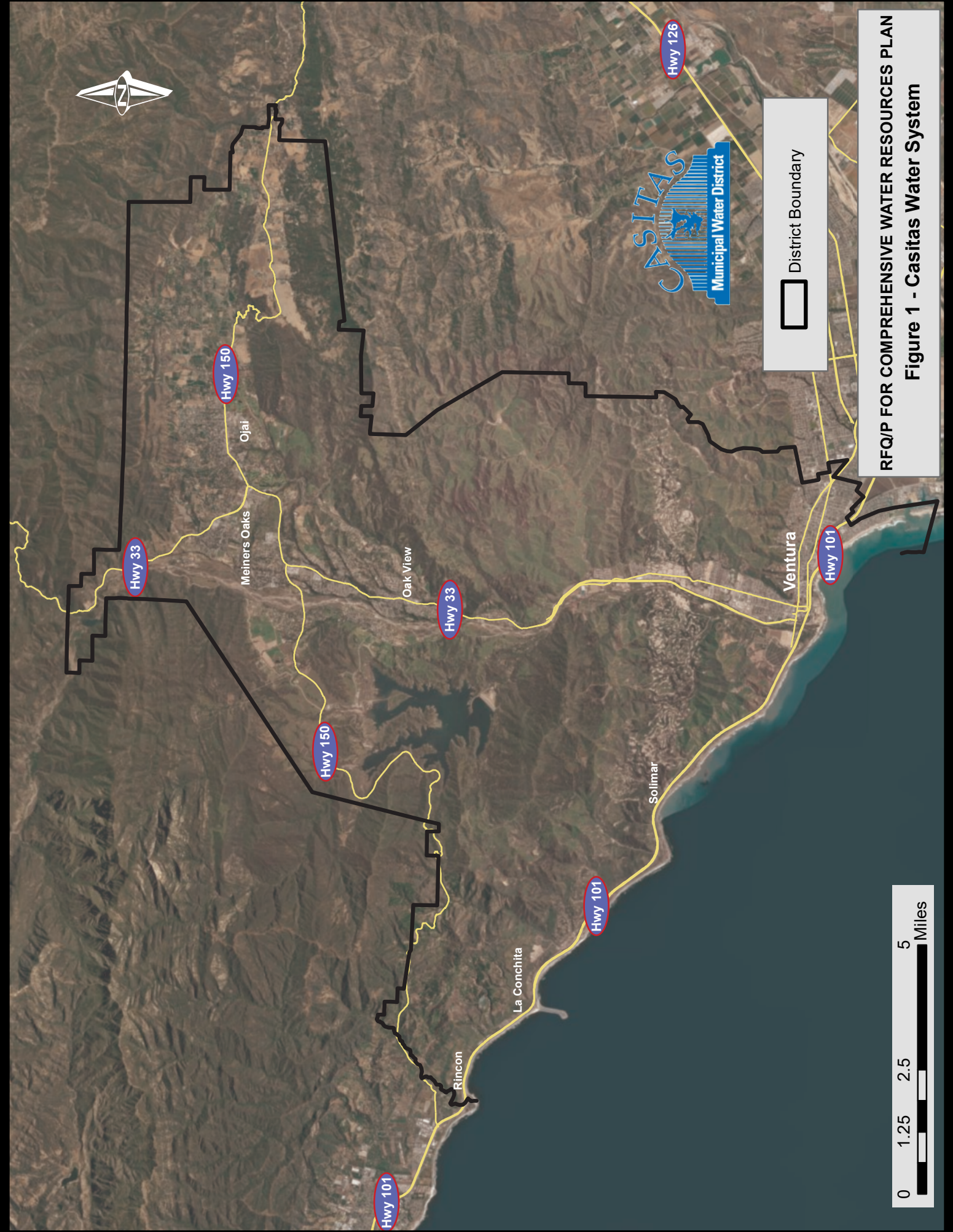
Tentative milestones for the RFQ/P process are shown below. The District reserves the right to modify the schedule below at its discretion and use appropriate notification to inform potential respondents of any schedule changes.

REQUEST FOR QUALIFICATIONS AND PROPOSAL
FOR COMPREHENSIVE WATER RESOURCES PLAN
October 26, 2018

Schedule Milestones	
Re-Release RFQ/P	Friday, October 26, 2018
Pre-Proposal Meeting (non-mandatory)	Thursday, November 8, 2018 at 10:00 a.m.
Deadline for Questions Regarding this RFQ/P	Wednesday, November 28, 2018 at 4:00 pm
Proposals Due	Friday, December 7, 2018 at 4:00 pm
Interviews (if requested by Casitas)	Thursday, December 20, 2018
Evaluation complete	Friday, December 27, 2018
Finance Committee update	Friday, January 18, 2019
Award (Board Action)	Wednesday, January 23, 2019

12. ATTACHMENTS

A. Agreement for Engineering Services



RFQ/P FOR COMPREHENSIVE WATER RESOURCES PLAN
Figure 1 - Casitas Water System



**AGREEMENT BETWEEN
THE CASITAS MUNICIPAL WATER DISTRICT &
[CONSULTANT]
FOR
COMPREHENSIVE WATER RESOURCES PLAN**

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**. Together, District and Consultant shall be referred to herein as Parties.

W I T N E S S E T H

WHEREAS, the District issued a Request for Qualifications/Proposal for a Comprehensive Water Resources Plan; and

WHEREAS, the Consultant submitted a Statement of Qualifications and Proposal dated August 31, 2018 presenting their qualifications and fee proposal for the anticipated scope of work for the Comprehensive Water Resources Plan; and

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

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

NOW, THEREFORE, in consideration of the recitals above and their mutual promises, obligations, valuable consideration and covenants herein contained, the Parties hereby agree to abide by the following:

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 agrees to furnish Consultant with existing information which District has available and which Consultant may request. 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.

The scope of services is included in the Consultant's proposal attached as Exhibit A.

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 stated in the scope of work agreed to by the Parties and attached as 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 \$ _____ without the prior written consent of the District.

5. DELIVERABLES. The format, completion and delivery of work products shall be as provided in the scope of work attached as 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 in the scope of work as agreed to by the Parties shall be maintained and Consultant shall keep District informed of project status on a regular basis.

11. RESPONSIBILITY OF CONSULTANT.

- a) Consultant is 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 negotiated scope of work. Approval by District of analyses, inspection, testing, reports, designs and incidental cultural resources monitoring 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	TITLE
NAME	TITLE

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 for each Task Order, 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 and 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:

Michael Flood, Interim General Manager
 Casitas Municipal Water District
 1055 Ventura Avenue
 Oak View, CA 93022
 805.649.2251

To Consultant:

NAME, TITLE
 FIRM
 STREET 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

[CONSULTANT]

By: _____

Title: _____

Printed Name: _____