



**REQUEST FOR QUALIFICATIONS**

**FOR ON-CALL ENGINEERING SERVICES FY 2024-25**

**APRIL 2024**

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 15, 2024 @ 4:00 p.m**



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## 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 2024-25, 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

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 flash drive to:

Julia Aranda, PE, Engineering Manager  
Casitas Municipal Water District  
1055 Ventura Avenue, Oak View, California 93022  
jaranda@casitaswater.com

SOQs will be accepted until **Wednesday, May 15, 2024, 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/i-want-to-do-business-with-cmwd>.



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.

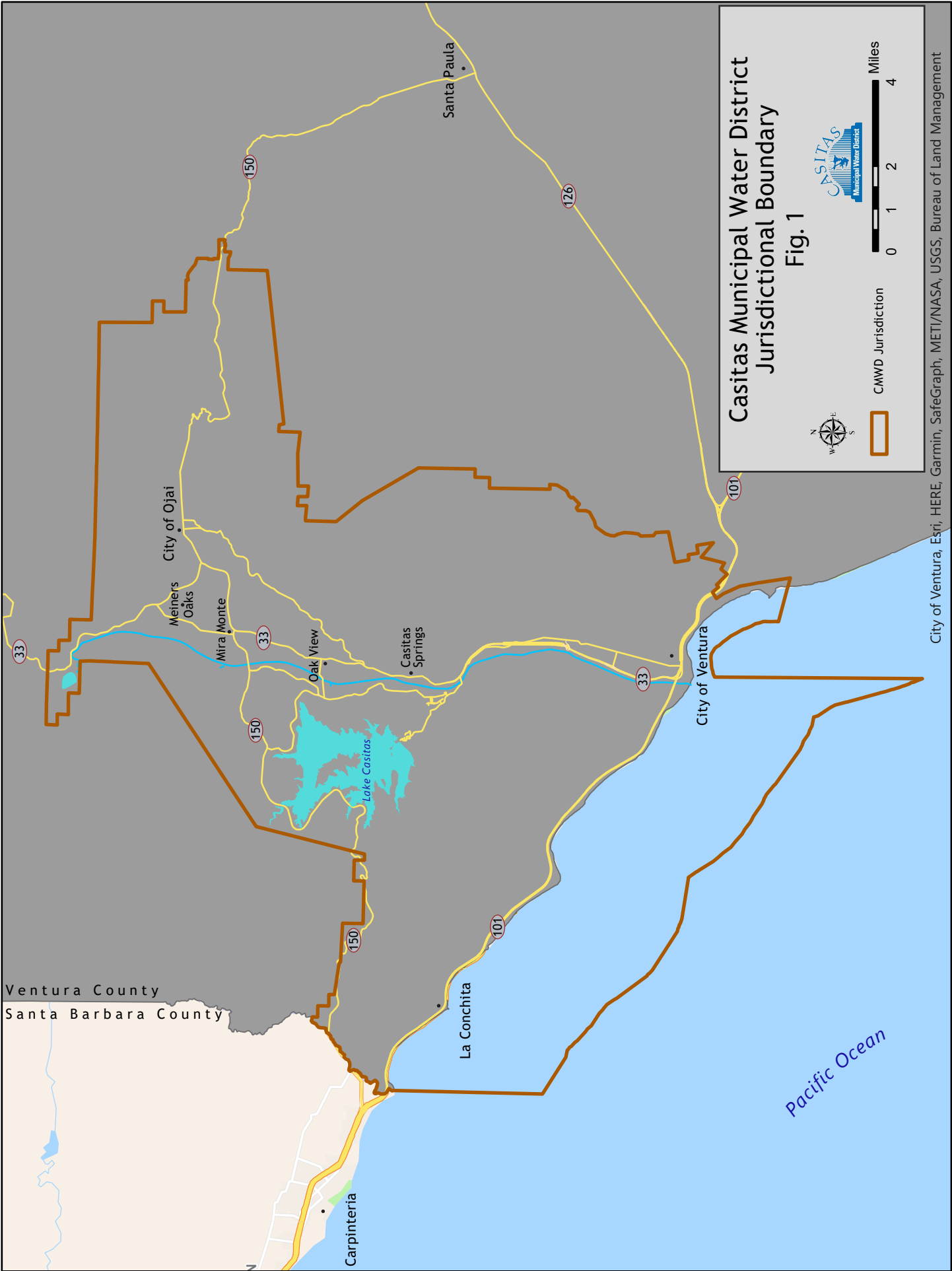
### 3. Background

**Casitas Water System.** Casitas is a Municipal Water District established in 1952, providing potable water to western Ventura County including approximately 3,000 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.** Casitas acquired the Ojai Water System in 2017 and completed a Condition Assessment and Master Plan in 2018. The Ojai Water System obtains its water supplies from local wells in the Ojai Valley Basin and from Casitas, and serves approximately 2,950 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 District is in the process of implementing pipeline replacements throughout the Ojai System. Improvements to the wellfield may also be needed.



**Casitas Municipal Water District  
Jurisdictional Boundary**

**Fig. 1**



City of Ventura, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management



## 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) Permitting assistance and coordination with agencies having jurisdiction
- l) Bid phase assistance such as: pre-bid meeting attendance; preparation of addenda; evaluation of bids; and recommendation for award
- m) 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
- n) Inspection services during construction
- o) Preparation of record drawings
- p) Preparation of grant/loan applications for local, state and federal funding opportunities

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:

**Cover Letter.** Provide a cover letter summarizing the firm and team qualifications. Include contact information for the Project Manager and person with signing authority.

**Project Understanding.** Provide a description of the Firm's project understanding and approach to completing project delivery through an on-call contract.

**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.

**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.

**Rate Schedule.** Provide rate schedule(s) which shall be in effect from July 1, 2021 to June 30, 2022. 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.

**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.

**Acceptance of Contract.** Provide an affirmative statement indicating acceptance of the terms and conditions of the Agreement for Engineering Services (Attachment A).

**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](mailto: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:

- Qualifications and experience of the persons identified as being actively involved in the project.
- The responsiveness of the SOQ to the needs of Casitas.
- Quality of work products, responsiveness, and overall satisfaction of services provided to referenced public agencies.
- Additional information provided by the firm during the interview, if Casitas chooses to conduct interviews with one or more firms.
- Rate schedule(s).

## 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. The Agreement includes Required Clauses for Federally Funded Projects as the District may seek federal grants and/or loans to implement projects.

## 10. Contact Information

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

## 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.

Description	Date
Release RFQ	April 15, 2024
Deadline for Questions	May 3, 2024
SOQ Due Date	May 15, 2024 at 4:00 p.m.
Interview (if needed)	May 29, 2024
Board Meeting to Authorize Agreements	June 12, 2024

## 12. Attachments

A. Agreement for Engineering Services





**AGREEMENT BETWEEN  
CASITAS MUNICIPAL WATER DISTRICT &  
CONSULTANT  
FOR  
ON-CALL ENGINEERING SERVICES FY 24-25**

**THIS AGREEMENT** is made and entered into this 12<sup>th</sup> day of June in the year 2024 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 for On-Call Engineering Services for FY 2024-25; and

**WHEREAS**, the Consultant submitted a Statement of Qualifications dated May 15, 2024, presenting their qualifications for the anticipated scope of work for on-call engineering services; and

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

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

**WHEREAS**, District intends to issue individual Task Orders for specific engineering projects for which the scope, fee and schedule will be negotiated at that time by the Parties; and

**WHEREAS**, District may seek federal funding for project implementation and must comply with federal funding requirements;

**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, 2025.
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 for each Task Order will be negotiated separately by the Parties for each Task Order issued by the District.
4. FEE FOR SERVICES. The District shall pay the Consultant on a completed task basis for services requested by the District for each Task Order. The completed task unit cost shall be stated in the scope of work agreed to by the Parties. 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 the negotiated fee for each Task Order without the prior written consent of the District.
5. DELIVERABLES. The format, completion and delivery of work products shall be provided in the scope of work for each Task Order agreed to by the Parties.
6. PAYMENT OF COMPENSATION. Compensation shall be billed monthly in increments based on the percentage of each task completed for each Task Order.
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 for each Task Order. The project schedule shall be in the scope of work for each Task Order as agreed to by the Parties.
11. RESPONSIBILITY OF CONSULTANT.
  - a) The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.
  - b) 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.
  - c) 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 for each Task Order. Approval by the 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:

<b>Name</b>	<b>Role</b>
	Principal in Charge
	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 United States Bureau of Reclamation, District, their officers, directors, employees, agents and volunteers 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 United States Bureau of Reclamation, District, their officers, directors, employees, agents and volunteers 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 United States Bureau of Reclamation, District, their officers, directors, 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 their signature hereunder, Consultant certifies that they are 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 they will comply with such provisions before commencing the performance of the work of this contract.

The Consultant shall maintain and shall cause all subcontractors they 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 United States Bureau of Reclamation, District, their officers, directors, employees, agents and volunteers, 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 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. REQUIRED CONTRACT CLAUSES FOR FEDERALLY FUNDED PROJECTS.

23.1. Equal Employment Opportunity

During the performance of this contract, Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or natural origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color,

religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of works with which they has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant there to, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract

or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

23.2 Clean Air Act and the Federal Water Pollution Control Act (for contracts over \$150,000)

Clean Air Act

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- 2) The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the California Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the California Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

23.3 Suspension and Debarment

- 1) This contract is a covered transaction for purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the District. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180 subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to California Department of Emergency Services and the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered

transactions.

23.4 Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

23.5 Procurement of Recovered Materials (procurements over \$10,000)

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - a. Competitively within a timeframe for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- 2) Information about this requirement, along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

23.6 Prohibition on Contracting for Telecommunications Equipment or Services

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
- (b) Prohibitions.
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its

subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
  - i. Are not used as a substantial or essential component of any system; and
  - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about

mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

### 23.7 Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### 23.8 Access to Records

- 1) The Contractor agrees to provide the District, California Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The Contractor agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.
- 4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### 23.9 DHS Seal, Logo, and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

23.10 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

23.11 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

23.12 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

24. 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 L. Flood, General Manager  
Casitas Municipal Water District  
1055 Ventura Avenue  
Oak View, CA 93022  
805.649.2251

To Consultant:

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.

**[Signatures on next page]**



