

FOX CANYON GROUNDWATER MANAGEMENT AGENCY

A STATE OF CALIFORNIA WATER AGENCY



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EXECUTIVE OFFICER

John Demers

March 13, 2026

SUBJECT: REQUEST FOR TECHNICAL CONSULTING SERVICES PROPOSAL LAS POSAS VALLEY WATERMASTER

Greetings,

The Fox Canyon Groundwater Management Agency, acting in its court-appointed capacity as Las Posas Valley Watermaster, is currently soliciting proposals for technical consulting services to develop and conduct a feasibility study for existing infrastructure potential improvements to support Las Posas Valley Basin needs.

We invite your proposal to furnish the technical consulting services to cover the specifications as outlined in the enclosed Attachment A, the Agency's formal request for proposal. Attachment A includes background information and reference materials. Attachment B includes a copy of the Agency's standard Professional Services Agreement for your firm's review. For further information in developing your bid, you may attend a preproposal meeting scheduled to be held at 10:00 A.M. on April 1, 2026, via Zoom. Please RSVP for the preproposal meeting by 5:00 P.M. on March 27, 2026.

Proposals must be received by our office no later than 5:00 P.M., Thursday, April 30, 2026, to be considered.

Sincerely,

John Demers,
FCGMA Executive Officer

Attachments/Enclosures

**REQUEST FOR PROPOSAL: FOR TECHNICAL CONSULTING SERVICES TO
DEVELOP A FEASIBILITY STUDY FOR EXISTING INFRASTRUCTURE POTENTIAL
IMPROVEMENTS TO SUPPORT LAS POSAS VALLEY BASIN NEEDS**

LAS POSAS VALLEY WATERMASTER

A. GENERAL INFORMATION

Interested firms should submit proposals to arrive no later than 5:00 P.M., Thursday, April 30, 2026. Late responses will not be considered. Please send proposals to:

Elka Weber
Clerk of the Board,
Fox Canyon Groundwater Management Agency,
LPV Watermaster
FCGMA@venturacounty.gov

Additionally, questions concerning the Las Posas Valley Watermaster (LPV Watermaster), or this Request for Proposal (RFP), can be directed to:

Robert Hampson, PG
Hydrologist
Fox Canyon Groundwater Management Agency,
LPV Watermaster
Robert.Hampson@venturacounty.gov

B. INTRODUCTION AND BACKGROUND

On July 10, 2023, the Santa Barbara Superior Court issued a statement of decision adopting a judgment in Las Posas Valley Water Rights Coalition, et al. v. Fox Canyon Groundwater Management Agency, Santa Barbara Sup. Ct. Case No. VENC100509700 (LPV Judgment). The Judgment adjudicated all groundwater rights and established a “physical solution” for management consistent with the Sustainable Groundwater Management Act (SGMA).

Fox Canyon Groundwater Management Agency (AGENCY) acts as Watermaster and the Groundwater Sustainability Agency (GSA) for LPV. The Judgment outlines the process for a Basin Optimization Plan (BOP) and Basin Optimization Yield Study (BOYS). These studies lay out a plan and modeled projects to determine the feasibility and priority of projects that are practical, reasonable and cost-effective to implement prior to 2040, with a goal of maintaining the LPV Basin Operating Yield at 40,000 acre feet per year (AFY).

In support of these requirements, AGENCY is soliciting proposals from qualified consulting firms to provide technical consulting services to develop a Feasibility Study evaluating existing water and recycled water infrastructure conveyance capacity to support in lieu deliveries to water deficit areas and to increase water conveyance in the Basin.

Request for Proposal: LPV Infrastructure Feasibility Study

This program is consistent with the project in the Judgment titled Designing and Constructing New or Modified Infrastructure in Order to Deliver In Lieu Water to Water Deficit Areas for Use In Lieu of Extracted Groundwater and to Increase Water Conveyance within the Basin (Judgment § 5.4.7).

The program is structured in two phases:

1. **Phase 1** will involve preparation of a feasibility study to evaluate the existing water and recycled water infrastructure within the Las Posas Valley Basin (LPV), which consists of six water pipeline networks managed by various agencies. The study will focus on assessing the system's ability to meet Basin needs and facilitate in lieu water deliveries to water deficit areas, the East Las Posas Management Area (ELPMA) in particular.

The study will involve conducting a detailed assessment of the existing water and recycled water supply, conveyance, and distribution infrastructure within the Las Posas Valley Basin. This phase will evaluate the capacity of the existing water systems to support in-lieu delivery programs to water-deficit areas, advance groundwater sustainability objectives, and identify infrastructure gaps as well as feasible short-term improvements to address those gaps. A prioritized list of feasible projects necessary to enable deliveries will be developed, including estimated timelines and costs for permitting, construction, and implementation.

2. **Phase 2** will include implementation of the project(s) identified in Phase 1.

The Consultant will accomplish tasks identified in Phase 1 of the project's structure, as outlined below. **This RPF is for Phase 1 only.** Phase 2 will be the subject of a subsequent RFP process after completion of Phase 1, if considered necessary and appropriate. Do not include any costs for Phase 2 in this round of proposals.

C. SCOPE OF WORK

Phase 1 has been divided into the following 5 tasks.

Task 1: Baseline Assessment

The Consultant shall:

- Review all relevant documents provided by AGENCY and participating agencies to gain a comprehensive understanding of existing water and recycled water infrastructure conditions, as well as applicable Agency regulations and procedures.
- Compile detailed pipeline infrastructure information onto appropriate GIS products (ArcGIS compatible) for the Basin.

Request for Proposal: LPV Infrastructure Feasibility Study

- Develop a Basin-wide assessment that evaluates service area demands, existing water supply portfolios, and the condition and capacity of the existing water infrastructure in relation to AGENCY needs.
- Coordinate with Watermaster staff to identify priority areas for water delivery.
- Evaluate the governance framework governing water supply systems within the Las Posas Valley (LPV).

Task 1 Deliverable

Technical Baseline Summary Report, including GIS products.

Task 2: In Lieu Delivery Feasibility Assessment and Study of Improvement Alternatives

The Consultant shall:

- Conduct a Basin-wide evaluation of existing conveyance capacity and operational constraints.
- Assess regulatory and institutional considerations associated with in-lieu water deliveries.
- Identify feasible infrastructure improvement alternatives to maximize water supply operational flexibility for consideration in Phase 2.
- Identify high level feasible improvement or expansion alternatives for the water and recycled water conveyance systems.
- Identify general permitting requirements associated with each proposed improvement alternative.
- Prepare preliminary cost estimates for each proposed alternative.
- Prepare preliminary schedule estimates for each proposed alternative.
- Identify potential funding sources and financing strategies.

Task 2 Deliverable

- Prioritized list of most feasible infrastructure improvements supporting Basin needs, considering the governance framework for the system.

Task 3: Draft Feasibility Study Report Materials

Incorporating feedback from Watermaster and its advisory committees, Consultant shall develop draft Feasibility Study Report materials, including a draft Presentation to the Board of Directors.

Task 3 Deliverables

- Draft Feasibility Study Report
- Technical Memorandum Summarizing Main Findings in Study
- Draft presentation material

Request for Proposal: LPV Infrastructure Feasibility Study

Task 4: Final Feasibility Study Report

Develop a full, finalized Feasibility Study Report that integrates feedback from Watermaster and Watermaster advisory committees, and Board input. Develop finalized Board-ready presentation materials.

Task 4 Deliverables

- Final Feasibility Study Report
- Final Presentation Materials

Task 5: Coordination and Presentations at Watermaster Board and Advisory Committee Meetings

- The Consultant should attend meetings of the Policy Advisory Committee (PAC) and Technical Advisory Committee (TAC) to review draft feasibility study and deliverables.
- Coordinate with mutual water companies, public water agencies and other purveyors in Las Posas Valley Basin to discuss their potential capability of supplying or receiving supplemental water.
- Assume meetings to be 3 hours each.
- Present study approach, findings, and draft deliverables as requested.

Task 5 Deliverables

- Attendance at 2 TAC Meetings
- Attendance at 2 PAC Meetings
- Attendance at 2 Board Meetings
- Three (3) Presentations:
 - i. One presentation of draft materials at a PAC meeting,
 - ii. One presentation of draft materials at a TAC meeting, and
 - iii. One final presentation to the Board of Directors.

Data Sources and References

The Consultant shall review and reference the following documents, and other relevant previous studies, available on our website (<https://fcgma.org/las-posas-valley-watermaster/>):

- Las Posas Valley Judgment (relevant sections)
- Basin Optimization Plan (BOP)
- Las Posas Valley Basin Groundwater Sustainability Plan (GSP)
- Las Posas Valley Basin GSP Annual Reports
- Las Posas Conjunctive Use Study, Phase 2, available at: https://vcportal.ventura.org/WCVC/IRWMP/2014/Las_Posas_Conjunctive_Use_Study_Phase_2.pdf

Request for Proposal: LPV Infrastructure Feasibility Study

D. PROJECT SCHEDULE

The timeline is estimated at 2 years and two months from contract award. Project completion date is June 30, 2028. Task start dates listed below are approximate and may be modified as proposed by Consultant's Submittal, providing suggested modifications align with the project's schedule as required by the Basin Optimization Plan.

<i>Start Date</i>	<i>Element</i>	<i>Due Date</i>
RSVP by March 27, 2026	Preproposal Meeting via Zoom	April 1, 2026
	Proposal Submittal Deadline	April 30, 2026
	Contract Awarded by Board of Directors	May 27, 2026
June 1, 2026	Task 1: Baseline Assessment	October 30, 2026
November 1, 2026	Task 2: Feasibility Assessment and Study of Improvement Alternatives	June 30, 2027
July 1, 2027	Task 3: Draft Feasibility Study Report Materials	February 28, 2028
March 1, 2028	Task 4: Final Feasibility Study Report	June 30, 2028
March 1, 2028	Task 5: Coordination and Presentations at Watermaster Board and Advisory Committee Meetings	June 30, 2028

E. PROPOSAL REQUIREMENTS

Proposals submitted in response to this request shall be no more than 30 pages in length (not including Statement of Qualifications, resumes, Standard Form 330, and separate cost estimate "Cost Sheet") and have the following elements:

- Cover letter.
- Statement indicating understanding of project and desired outcome.
- Detailed Scope of Work.
- Statement of Qualifications (including Standard Form 330).
- Project organizational chart identifying the project manager and main contact person as well as project team members and their positions.
- Resumes of key personnel.
- Agreement that Agency staff must be notified in writing and pre-approve any change to the project team after proposal or award submittal, including subcontractors or subconsultants, if any.

Request for Proposal: LPV Infrastructure Feasibility Study

- Detailed plan for completing the Scope of Work, including timeliness and milestones.
- Cost estimate for Scope of Work by activity and Task Number, along with estimated number of hours by each team member, billing rate, and total cost; “Cost Sheet” is to be included.
- Location of project office and home base of each project participant.
- Insurance and Indemnification
 - i. Commercial General Liability insurance shall provide a minimum of \$100,000.00 coverage for each occurrence and \$200,000.00 in general aggregate coverage.
 - ii. Automobile Liability insurance shall provide a minimum of either a combined single limit (CSL) of \$1,000,000.00 for each accident or all of the following: \$250,000.00 bodily injury (BI) per person, and \$500,000.00 bodily injury per accident, and \$100,000.00 property damage (PD). Automobile Liability insurance is not required if the CONSULTANT does no traveling in performing the Work.
 - iii. Workers’ Compensation insurance in full compliance with California statutory requirements for all employees of CONSULTANT in the minimum amount of \$1,000,000.00. This Workers’ Compensation insurance requirement may only be waived by AGENCY in writing if CONSULTANT is a sole proprietor with no employees and CONSULTANT provides AGENCY with evidence of such before commencing any work under the contract.
 - iv. The bidder shall, at its own expense and cost, obtain and keep in force for the life of the contract, at least the minimum insurance requirements.
- Statement of No Conflict of Interest with this project.
- Disclosure of Nature of Contact with any Agency Board member within the past six months.
- Review of Attachment B, AGENCY Standard Professional Services Agreement, with proposed revisions as applicable.
- Proposed Project Schedule, including Project Phases, as applicable.

An electronic (PDF) copy of the entire proposal must be submitted to AGENCY no later than **5 P.M. on Thursday, April 30, 2026**. Late proposals will not be considered.

A pre-proposal meeting will be held via Zoom at 10:00 A.M. on April 1, 2026. Please RSVP by March 27, 2026. Email RSVPs to the proposal submittal contact address listed below.

Fox Canyon Groundwater Management Agency
Attn: Ms. Elka Weber, Clerk of the Board
FCGMA@venturacounty.gov

Request for Proposal: LPV Infrastructure Feasibility Study**F. EVALUATION OF PROPOSALS**

Proposals will be evaluated to ascertain which submitting firm best meets the needs of LPV Watermaster. There will be an initial screening based on the Statement of Qualifications (which includes completion and submittal of Standard Form 330). Respondents qualified will be evaluated against the criteria listed below and ranked. Evaluation considerations will include the following:

- I. Responsiveness of the proposal by clearly stating the understanding of the work to be performed.
- II. Cost, although a significant factor, may not be the dominant factor. Cost is particularly important when all the other evaluation criteria are relatively equal.
- III. Availability of the team to ensure timely completion.
- IV. A description of the work plan with dates of arrival and completion, and hours by team.
- V. Technical experience of the firm.
- VI. Experience and professional activities of the project team.
- VII. Size and structure of the firm.
- VIII. Past performances of the firm on work previously performed for independent special districts comparable to the AGENCY, or for entities comparable to LPV Watermaster.

Preference shall be given to consultants located in Ventura County and Southern California. Based on this evaluation, interviews of top ranked consultants may or may not be conducted. The review panel, if interviews are conducted, will include AGENCY staff. Virtual or oral interviews may be necessary to assist in making the final selection.

The AGENCY will thereafter enter into negotiations for the award of a contract with the highest ranked Consultant, based on the above criteria as well as any interviews conducted, as determined by the AGENCY staff in their sole discretion.

The AGENCY, acting as LPV Watermaster, reserves the right to reject any and all proposals submitted and to request additional information from those making proposals. The award will be made to the firm which, in the opinion of LPV Watermaster and its Board of Directors, is best qualified. The successful candidate will be required to enter into an agreement in the form required by AGENCY. A standard Professional Services Agreement is included for review as Attachment B. After selection of the Consultant, LPV Watermaster reserves the right to enter into negotiations with the Consultant for additional work, and/or to further define work requirements for the contract period.

Thank you for considering our request for proposal. We look forward to receiving your submittal.

Agency Standard Professional Services Contract

**PROFESSIONAL SERVICES CONTRACT BETWEEN THE FOX CANYON
GROUNDWATER MANAGEMENT AGENCY AND [CONSULTANT NAME] FOR
[TECHNICAL/ADMINISTRATIVE] SERVICES RELATED TO THE [NAME OF
PROJECT]**

This contract is made and entered into this [Xth] day of [Month YYYY], by and between the Fox Canyon Groundwater Management Agency, hereinafter referred to as AGENCY, and [Consultant Name], hereinafter referred to as CONSULTANT regarding CONSULTANT's performance of the work and services described in Exhibit A hereto (the "Work"). In consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Work; Standard of Performance

AGENCY hereby retains CONSULTANT to perform the Work described in Exhibit A hereto. The Work shall be performed in accordance with the terms and conditions of this contract. In performing the Work CONSULTANT shall exercise the degree of skill and care customarily exercised by professionals in the State of California when providing similar services with respect to similarly complex work and projects.

2. Time Schedule

All Work and any portion thereof separately identified shall be completed within the time provided in the "Time Schedule" attached hereto as Exhibit B. AGENCY will issue a suspension of the contract time when CONSULTANT is delayed by any public agency reviewing documents produced by CONSULTANT under this contract, or to the extent due to acts or omissions of AGENCY. CONSULTANT shall promptly notify AGENCY of any such delays.

3. Fees and Payments

Payment shall be made monthly, or as otherwise provided, on presentation of a completed AGENCY Consultant Services Invoice form in accordance with the "Fees and Payment" provisions attached hereto as Exhibit C.

4. Termination

AGENCY retains the right to terminate this contract for any reason prior to completion of the Work upon five days written notice to CONSULTANT. Upon termination, AGENCY shall pay CONSULTANT for all Work performed prior to such termination, provided however, that such charges shall not exceed the maximum fee specified for completion of any separately identified task/phase of the Work which, at the time of termination, has been started by request of AGENCY, plus the outstanding amount of contract retention withheld to date.

Agency Standard Professional Services Contract**5. Right to Review**

AGENCY shall have the right to review the Work at any time during AGENCY's usual working hours. Review, checking, approval or other action by the AGENCY shall not relieve CONSULTANT of CONSULTANT's responsibility for the accuracy and completeness of the Work.

6. Correction of Work

If any Work performed by CONSULTANT does not conform to the requirements and professional standards of this contract, AGENCY may require CONSULTANT to correct the Work until it conforms to said requirements and standards at no additional cost to AGENCY. AGENCY may withhold payment for disputed Work until CONSULTANT correctly performs the Work or the dispute is otherwise resolved in accordance with this contract. When the Work to be performed is of such a nature that CONSULTANT cannot correct its performance, AGENCY may reduce the CONSULTANT's compensation to reflect the reduced value of the Work received by AGENCY. If CONSULTANT fails to promptly re-perform the Work, AGENCY may have the Work performed by a third party in conformance with the requirements and professional standards of this contract and charge CONSULTANT, or withhold from payments due CONSULTANT, any costs AGENCY incurs that are directly related to the performance of the corrective work. AGENCY shall not unreasonably withhold or reduce payment for CONSULTANT's Work under this section.

7. Sub Consulting

With the prior written consent of AGENCY, CONSULTANT may engage the professional services of sub consultants for the performance of a portion of the Work ("Sub Consultants"). CONSULTANT shall be fully responsible for all Work performed by Sub Consultants which must be performed in accordance with all terms and conditions of this contract. All insurance requirements set forth in Section 13 below, "Insurance Requirements", shall apply to each Sub consultant, except to the extent such requirements are modified or waived in writing by AGENCY. CONSULTANT shall ensure that each Sub Consultant obtains and keeps in force and effect during the term of this contract the required insurance.

8. Independent Contractor

In performing the Work, CONSULTANT is an independent contractor and neither CONSULTANT nor its employees, agents or Sub consultants shall be deemed employees of AGENCY for any reason. AGENCY shall have no responsibility or liability for the payment of any salary, wages, unemployment benefits, Workers' Compensation or disability benefits, federal, state or local taxes, or other compensation, benefits, or taxes for any of CONSULTANT's employees, agents, Sub consultants, or any of their respective employees or agents.

Agency Standard Professional Services Contract**9. Duty of Loyalty; Conflicts of Interest**

- a. CONSULTANT owes AGENCY a duty of undivided loyalty in performing the Work under this contract, including the obligation to refrain from having economic interests and participating in activities that conflict with AGENCY's interests with respect to the Work and subject project. CONSULTANT shall take reasonable measures to ensure that CONSULTANT, its principals, officers, employees and Sub Consultants do not possess a financial conflict of interest with respect to the Work and subject project. CONSULTANT shall promptly inform AGENCY of any matter that could reasonably be interpreted as creating a conflict of interest for CONSULTANT with respect to the Work and subject project.
- b. CONSULTANT acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that principals, employees and agents of consultants retained by a public agency may be deemed "public officials" subject to the Act if they make or advise AGENCY on decisions or actions to be taken by AGENCY. To the extent AGENCY determines that the Act applies to CONSULTANT or its principals or employees, each designated person shall abide by the Act, including the requirement for public officials to prepare and file statements disclosing specified economic interests, as directed by AGENCY. In addition, CONSULTANT acknowledges and shall abide by the contractual conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- c. During the term of this contract CONSULTANT shall not employ or compensate AGENCY's current employees.

10. Defense and Indemnification

CONSULTANT shall defend, indemnify, and save harmless the AGENCY, including all of its boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitee"), against any and all claims, lawsuits, judgments, debts, demands and liabilities that arise out of, pertain to, or relate to, and to the extent caused by, the negligence, recklessness or willful misconduct of CONSULTANT or its officers, employees, agents or Sub consultants in the performance of this contract. This indemnity provision does not apply to liability, damages or other loss arising from the sole negligence or willful misconduct of Indemnitee, or to the extent caused by the active negligence of Indemnitee.

11. Insurance Requirements

- a. Without limiting CONSULTANT's duty to defend and indemnify AGENCY as required herein, CONSULTANT shall, at CONSULTANT's sole cost and expense and throughout the term of this contract and any extensions hereof, carry one or more insurance policies that provide at least the following minimum coverage:
 - i. Commercial General Liability insurance shall provide a minimum of \$100,000.00 coverage for each occurrence and \$200,000.00 in general aggregate coverage.

Agency Standard Professional Services Contract

- ii. Automobile Liability insurance shall provide a minimum of either a combined single limit (CSL) of \$1,000,000.00 for each accident or all of the following: \$250,000.00 bodily injury (BI) per person, and \$500,000.00 bodily injury per accident, and \$100,000.00 property damage (PD). Automobile Liability insurance is not required if the CONSULTANT does no traveling in performing the Work.
- iii. Workers' Compensation insurance in full compliance with California statutory requirements for all employees of CONSULTANT in the minimum amount of \$1,000,000.00. This Workers' Compensation insurance requirement may only be waived by AGENCY in writing if CONSULTANT is a sole proprietor with no employees and CONSULTANT provides AGENCY with evidence of such before commencing any work under the contract.
- b. With respect to any coverage written on a "claims made" basis, CONSULTANT shall maintain such policy for two years after the term of this contract and such policy shall allow for reporting of circumstances or incidents that may give rise to future claims.
- c. CONSULTANT shall notify AGENCY immediately if CONSULTANT's general aggregate of insurance is exceeded by valid litigated claims in which case additional levels of insurance must be obtained to maintain the above-stated requirements. All required insurance shall be written by a financially responsible company or companies authorized to do business in the State of California.
- d. The Commercial General Liability and Automobile Liability policies shall contain the following provisions or endorsements: The County of Ventura, AGENCY, and their respective officials, employees, and agents shall be named as additional insureds ("Additional Insureds"). All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. Coverage shall apply separately to each insured, except with respect to the limits of liability, and an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds. AGENCY shall be notified by the insurance company or companies within 3 working days of cancellation or substantial modification of the policy.
- e. CONSULTANT hereby waives all rights of subrogation against AGENCY, the County of Ventura, all special districts governed by the Board of Supervisors, and each of their boards, directors, employees and agents for losses arising directly or indirectly from the activities or Work under this contract. The Commercial General Liability, Automobile Liability and Workers' Compensation policies shall contain a provision or endorsement needed to implement CONSULTANT's waiver of these rights of subrogation.
- f. Prior to commencement of the Work, CONSULTANT shall furnish AGENCY with certificates of insurance and endorsements effecting all coverage required hereunder. Copies of renewal certificates and endorsements shall be furnished to AGENCY within 30 days of the expiration of the term of any required policy.

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CONSULTANT shall permit AGENCY at all reasonable times to inspect any policies of insurance required hereunder.

12. Claims and Disputes

- a. Administrative Review. To assert any claim against AGENCY seeking payment of money or damages regarding the Work, an extension of contract time, or an interpretation or adjustment of the terms of this contract, including “pass-through” claims asserted by CONSULTANT on behalf of a Sub Consultant (collectively referred to hereinafter as “claim”), CONSULTANT shall first exhaust its administrative remedies by attempting to resolve the claim with AGENCY’s staff in the following sequence: 1) Project Manager, and 2) Executive Officer. CONSULTANT shall initiate the administrative review process no later than 30 days after the claim has arisen by submitting to the Project Manager a written statement describing each claim and explaining why CONSULTANT believes AGENCY is in error, as well as all correspondence and evidence regarding each claim. CONSULTANT may appeal the decision made by the Project Manager to the Executive Officer, provided that AGENCY receives such appeal in writing no later than seven days after the date of the decision being appealed. If CONSULTANT does not appeal a decision to the next level of administrative review within this seven-day period, the decision shall become final and binding and not subject to appeal or challenge.
- b. Arbitration. All CONSULTANT claims not resolved through the administrative review process stated above shall be resolved by arbitration unless AGENCY and CONSULTANT agree in writing, after the claim has arisen, to waive arbitration and to have the dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code and the regulations promulgated thereto, Chapter 4 (commencing with Section 1300) of Division 2 of Title 1 of the California Code of Regulations (collectively, “Rules for Public Works Contract Arbitrations”). Arbitration shall be initiated by a complaint in arbitration prepared, filed and served in full compliance with all requirements of the Rules for Public Works Contract Arbitrations. CONSULTANT consents and agrees that AGENCY may join it as a party to any arbitration involving third party claims asserted against AGENCY arising from or relating to any Work performed by CONSULTANT hereunder.

13. Compliance with Laws and Regulations; Permits and Licenses

CONSULTANT shall perform its obligations hereunder in compliance with all applicable federal, state, and local laws and regulations. CONSULTANT certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to AGENCY, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees, agents and Sub consultants to comply with all applicable statutes, ordinances, and regulations, or other laws, that apply to performance of the Work. AGENCY is entitled to review and copy all such applications, permits, and licenses which CONSULTANT shall promptly make available upon AGENCY’s request.

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14. Prevailing Wage Requirements

Certain Work to be performed under this contract may be considered “public works” subject to Labor Code Division 2, Part 7, Chapter 1, section 1720 et seq.’s prevailing wage, apprenticeship and other labor requirements. CONSULTANT is solely responsible for determining whether the Work, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). AGENCY has obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with Ventura County Public Works Agency and are available upon request. CONSULTANT is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). CONSULTANT acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Work, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner).

15. Work Product

On completion or termination of the contract, AGENCY shall be entitled to immediate possession of, and CONSULTANT shall promptly furnish, on request, all reports, drawings, designs, computations, plans, specifications, correspondence, data and other work product prepared or gathered by CONSULTANT arising out of or related to the Work (collectively, “Work Product”). AGENCY has a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and authorize others to use, Work Product for government purposes. CONSULTANT may retain copies of the Work Product for its files. Work Product prepared by CONSULTANT pursuant to this contract shall not be modified by AGENCY unless CONSULTANT's name, signatures and professional seals are completely deleted. CONSULTANT shall not be responsible for any liabilities to AGENCY for the use of such Work Product that is modified by persons other than CONSULTANT.

16. Miscellaneous

- a. This contract constitutes the entire agreement between the parties regarding the subject matter of hereof and supersedes all previous contracts, agreements, promises, understanding and negotiations, whether written or oral, between the parties regarding the subject matter hereof.
- b. All notices, requests, claims, and other official communications under the contract shall be in writing and transmitted by one of the following methods:
 - (1) Personally delivered.
 - (2) Sent by email correspondence where receipt is confirmed.
 - (3) Sent by courier where receipt is confirmed.
 - (4) Sent by registered or certified mail, postage prepaid, return receipt requested.

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Such notices and communications shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. All notices and communications shall be sent to CONSULTANT at the current address on file with AGENCY for contract payment purposes, and shall be sent to AGENCY as follows:

Fox Canyon Groundwater Management Agency
800 South Victoria Avenue, L#1610
Ventura, CA 93009-1670
Email: FCGMA@venturacounty.gov

Either party may change its contact information by providing written notice of the change to the other party in accordance herewith:

- c. No modification, waiver, amendment or discharge of this contract shall be valid unless the same is in writing and signed by duly authorized representatives of both parties.
- d. This contract is for the professional services of CONSULTANT and is non-assignable without prior written consent by AGENCY.
- e. Nothing contained herein shall create a contractual relationship with, or a cause of action in favor of, a third party against either CONSULTANT or AGENCY.
- f. Time limits stated herein are of the essence. CONSULTANT is relieved from meeting the time limits due to delays outside its control.
- g. This contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California, and any action, suit, arbitration or other proceeding thereon shall be subject to venue in Ventura County, California.

CONSULTANT:
[Consultant Name]

AGENCY:
Fox Canyon Groundwater Management Agency

Signature

Signature

Name and Title

John Demers, Executive Officer