

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
CALIFORNIA-AMERICAN WATER COMPANY AND (ENTER NAME OF CONSULTANT) FOR
XXXXXXXXXX CONSULTING SERVICES**

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is entered into by and between California-American Water Company, a California corporation (“Owner”), and **(Enter Name of Consultant)**, a (Enter State) corporation (“Consultant”), as of the date it has been executed by Owner (“Effective Date”).

RECITALS

WHEREAS, Owner desires to obtain professional consulting services for Surveying and Engineering Consulting Services (“Project”).

WHEREAS, Consultant has the expertise, experience, and personnel necessary to provide professional consulting services for the Project; and,

WHEREAS, Owner and Consultant (collectively, “the Parties”) desire to enter into an Agreement whereby Owner will retain the Consultant to provide, and the Consultant shall provide, professional consulting services for the Project.

NOW, THEREFORE, in consideration of the above Recitals, which are true and correct and incorporated herein by this reference, and of the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. TERM

This Agreement shall commence on the Effective Date and shall remain in effect until **(Enter Expiration Date)**.

2. SERVICES

Consultant agrees to provide the professional consulting services described in Exhibit A, Scope of Services (“Services”). The term “Services” shall include any reports, recommendations, software, hardware, or other deliverable required by the Scope of Services. All Services shall be performed in accordance with the schedule set forth in Exhibit A.

3. COMPENSATION

Owner shall compensate Consultant for all Services performed in accordance with this Agreement on a time and expense basis, all in an amount not to exceed **\$XXX,XXX.XX** (“Contract Price”). Consultant shall not be entitled to reimbursement for travel expenses unless provided otherwise in Exhibit A.

If Owner requires additional Services beyond those specified in the Scope of Services (“Additional Services”), Consultant will be paid an additional fee. Owner and Consultant must

agree in a written amendment to this Agreement upon the fee prior to Consultant beginning the Additional Services.

4. INVOICING/PAYMENT

Consultant will invoice Owner as Services are completed. All undisputed invoices shall be due and payable within **Fourty-Five (45)** calendar days of receipt by Owner. Owner agrees to make payment to Consultant in lawful money of the United States of America.

Consultant must submit all invoices to the Taulia System through which all invoices will be processed. Instructions for invoice processing are available at the following website address: <http://supplierinfo.taulia.com/americanwater>

4.2 Undisputed Invoices. All undisputed invoices shall be due and payable within forty-five (45) calendar days of receipt by Owner. Owner shall remit payments to Consultant's notice address as specified in accordance with Section 10, Notices.

4.3 Disputed Invoices. If Owner disputes any invoice or a portion thereof, Owner shall not pay the disputed portion of such invoice until the Parties have resolved the dispute in accordance with the dispute resolution process delineated in Section 23 of this Agreement. If any disputed fees remain unpaid sixty (60) calendar days after Owner's receipt of an invoice, Consultant shall so notify Owner in writing and the Parties shall promptly thereafter begin the dispute resolution procedures delineated in Section 23 to resolve payment of such fees. If the dispute remains unresolved following completion of the dispute resolution process, then the Parties may resolve such dispute through litigation.

5. PROTECTION OF PROPRIETARY INTERESTS; CONFIDENTIALITY

5.1 Ownership Rights. Nothing in this Agreement will change either party's ownership rights in any property or intellectual property, including rights to Owner's data; provided, however, Owner shall be granted by Consultant a perpetual, world-wide, non-exclusive, fully-paid license to use any of the Services, subject to any third party end-user licenses incorporated by Consultant into any Services.

5.2 Confidential Information. The Parties agree that Consultant's plans, data, trade secrets, pricing schedules, proprietary tools, basic forms, and computer programs that have been disclosed by Consultant to Owner, as well as any information that Consultant learns about Owner while performing Services under this Agreement, is confidential in nature ("Confidential Information"), and the Parties agree they shall not: (i) use Confidential Information in a manner inconsistent with the purpose of this Agreement; or (ii) disclose Confidential Information to third parties or individuals within their respective organizations who do not have a strict need to know such information. All disclosed information shall qualify as confidential unless it is disclosed in writing and labeled as not confidential. Any information that is disclosed orally must be confirmed in writing as not confidential to qualify for the exclusion of protection set forth in this Section 5.2.

The nondisclosure obligations herein shall not apply to information that: (i) is or becomes publicly known through no fault or breach of this Agreement by the receiving party; (ii) is independently developed by the receiving party without using the disclosing party's Confidential Information; (iii) is rightfully obtained from a third party without restriction on use or disclosure;

or (iv) is already in the possession of the receiving party at the time of the disclosure without the obligation of confidentiality. Notwithstanding anything to the contrary contained in this Agreement, the terms and conditions of this Agreement shall be considered Confidential Information.

Except as may be required by law or regulatory process, if either party receives a summons, subpoena, regulatory order, court order or other demand to disclose any information referred to in this Agreement, each party agrees to first notify the other party of such demand in writing, and shall provide an opportunity for such other party to lawfully object and defend any rights it may have to the information. No rights or licenses under patents, trademarks, or copyrights are granted or implied by any disclosure of Confidential Information. Owner's Confidential Information shall remain the property of Owner and shall be destroyed or returned to Owner following the completion of the Services.

5.3 Non-Disclosure Agreements. Contractors and consultants of Owner shall be permitted to access and use the Confidential Information, provided the contractor or consultant signs a non-disclosure agreement with Owner that is substantially consistent with this Section 5. Such access shall only be permitted for such contractor or consultant to carry out the business purposes of Owner, and shall at all times be in accordance with the terms of this Agreement.

5.4 Remedies. Consultant agrees that, in addition to any other remedies that Owner may be entitled to at law or in equity, Owner shall be entitled to injunctive relief (without the posting of any bond and without proof of actual damages) and/or specific performance for any threatened or actual breach of this Agreement.

5.5 Survival. All of the provisions set forth in this Section 5 shall survive any termination of this Agreement.

6. ASSIGNMENT

Except as otherwise provided herein, neither party will have a right to assign this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that Owner may assign this Agreement to an affiliate located within the United States without such written consent. Except as otherwise provided herein, any attempt by a party to assign this Agreement without written consent shall be void for any and all purposes. Subject to the foregoing, this Agreement shall inure to the benefit of the Parties' permitted successors and permitted assigns.

7. FORCE MAJUERE

If delays in the performance of the Services are caused by unforeseen events beyond the control of both Parties, such delay may entitle Consultant to a reasonable extension of time, but such delay shall not entitle Consultant to damages or additional compensation. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Consultant's work; inability to obtain materials, equipment or labor; required additional Services; or other specific reasons agreed to between Owner and Consultant. Notwithstanding the foregoing, this provision shall not apply and Consultant shall not be entitled to an extension of time for a delay caused by the acts or omissions of Consultant. Further, a delay caused by Consultant's inability to obtain materials, equipment, or labor shall

not entitle Consultant to an extension of time unless Consultant timely furnishes Owner documentary proof of Consultant's inability to obtain materials, equipment or labor.

8. REPRESENTATIONS AND WARRANTIES

Consultant represents and warrants to Owner all of the following:

8.1 Infringement. That the Services do not and will not infringe upon or otherwise violate any rights, patents, trademarks, copyrights or trade secrets of any third party. If Owner's use of the Services is enjoined, impaired, or otherwise restricted by reason of any claim of infringement of patent, trademark, copyright, trade secret or infringement of any other rights, Consultant shall, at its option, either: (1) modify such deliverable so that it becomes non-infringing, but still in conformance with Owner's requirements; or (2) procure for Owner the right to use such deliverable with equivalent capabilities. This Section 8.1 shall survive any termination of this Agreement.

8.2 Liens and Defects. That the Services will be free from liens and defects and will conform with the requirements of this Agreement. Consultant shall promptly correct any Services not conforming to these requirements after receipt of a written notice to correct from Owner. Consultant further represents and warrants that no part of any Services violate any right of privacy of any third parties and that the Services shall substantially comply with all written descriptive materials furnished to Owner by Consultant.

8.3 Industry Standards. That all Services performed by Consultant or its employees, agents, subconsultants or subcontractors shall be performed by appropriately skilled and qualified personnel in a timely, professional, work person-like manner using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California, and shall be performed in compliance with all applicable laws, rules, regulations, and ordinances.

8.4 Capability to Perform. That: (i) it is capable in all respects of providing all Services in accordance with the requirements of this Agreement; (ii) it understands the nature, location, and scope of Services to be performed hereunder; (iii) as of the Effective Date, there is no pending or threatened outstanding litigation, arbitrated matter, or other dispute to which Consultant is a party, that, if decided unfavorably to Consultant, could reasonably be expected to have a potential or actual material adverse effect on Consultant's ability to fulfill its obligations hereunder, and that Consultant knows of no basis that might give rise to any such litigation, arbitration, or other dispute in the foreseeable future. Upon becoming aware of any such basis, Consultant shall promptly notify Owner.

8.5 Authority to Perform. That: (i) it is duly qualified to transact business in the state of California; and (ii) the representative signing on behalf of Consultant has the authority required to enter into this Agreement.

8.6 Compliance with Laws. That, in providing the Services and in otherwise performing its obligations under this Agreement, Consultant shall comply, and, to the extent within Consultant's control, shall not prevent Owner or its affiliates from complying or materially impede them in complying, with all applicable laws, regulations, and ordinances of any relevant jurisdiction, and all applicable policies of Owner and its affiliates, including but not limited to those pertaining to personnel and security. Consultant further represents and warrants that it will, whenever on the premises of Owner or any of its affiliates, obey all reasonable instructions

and directions issued by Owner and observe all reasonable working rules and procedures in force on those premises.

8.7 Personal Property. That it shall return to Owner any personal property of Owner made available for the use of Consultant in the same condition that it was made available, reasonable wear and tear excepted.

8.8 Equal Employment Opportunity. That it will comply with all of the following Equal Employment Opportunity provisions:

(a) Executive Order 11246 and abide by the provisions of the “Equal Opportunity Clause” at 41 CFR § 60-1.4, which is incorporated herein by reference, unless exempt pursuant to 41 CFR § 60-1.5;

(b) The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, Executive Order 11701 (Employment of Veterans by Federal Agencies and Government Contractors and Subcontractors), and the provisions of the “Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause” at 41 CFR §60-250.5, which is incorporated herein by reference, unless exempt pursuant to 41 CFR §60-250.4.

(c) The Rehabilitation Act of 1973, Executive Order 11758 (Authority Under Rehabilitation Act of 1973), and the provisions of the “Affirmative Action for Workers With Disabilities Clause” at 41 CFR 60-741.5, which is incorporated herein by reference, unless exempt pursuant to 41 CFR §60-741.4;

(d) Executive Order 13201 (Notice of Employee Rights Concerning Payment of Union Dues or Fees) and abide by the provisions of the clause at 29 CFR § 470.2, which is incorporated herein by reference, unless exempt pursuant to 29 CFR §§ 470.3-4;

(e) Where applicable, with the policies set forth in Executive Order 11625 (National Program for Minority Business Enterprises) and Executive Order 12138 (National Program for Women’s Business Enterprise), the Small Business Act, 15 U.S.C. § 631, et seq., and with the “Utilization of Small Business Concerns” and “Small Business Subcontracting Plan” clauses at 48 CFR § 52.219-8 and 9, respecting subcontracting with small disadvantaged, female-owned, veteran-owned, service-disabled veteran-owned, HUBZone, and other small businesses.

9. OWNER’S REPRESENTATIVE

Owner appoints (ENTER CAW PROJECT MANAGER) as Owner’s Representative. Consultant shall provide all Services under the direction of Owner’s Representative or his or her designee. Owner’s Representative will communicate with Consultant on all matters related to the administration of this Agreement and Consultant’s performance of the Services rendered hereunder. When this Agreement refers to communications to or with Owner, those communications shall be with Owner’s representative, unless Owner or this Agreement specifies otherwise.

10. NOTICES

All notices required or permitted under this Agreement from one party to another shall be in writing, and shall be delivered to Owner and Consultant at the addresses specified below. Notice must be given either by: (i) personal delivery; (ii) U.S. Postal Service certified mail, return receipt requested; (iii) U.S. Postal Service Express Mail, Federal Express, or other overnight courier; or (iv) Email transmission. Notices shall be deemed received as follows: (i) if by personal delivery, on the date of delivery; (ii) if by certified mail, three days after deposit with the U.S. Postal Service; (iii) if by overnight courier, on the date delivered; and (iv) if by email, on the date transmitted. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section 10.

The respective addresses for giving notices hereunder are as follows:

If to Consultant:

(Enter Consultant Co.)
Address
City, State Zip Code
Attn: (Enter Consultants POC)
Email Address:

If to Owner:

California American Water
655 W. Broadway, Suite 1410
San Diego, CA 92101
Attn: (Enter Contract Owner)
Email Address:

11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not and shall not be deemed to be an employee, agent, servant, partner, or joint venturer of Owner. Consultant shall have the exclusive supervision, direction, and control of all of its employees, subconsultants, subcontractors, suppliers, materials, equipment, and facilities employed, contracted with or used by Consultant in performing or furnishing the Services.

12. SUBCONSULTANTS AND DBE REQUIREMENT

12.1 Owner Approval. Consultant must receive the prior written approval of Owner prior to hiring or retaining any third parties [Subconsultants] to perform services related to the Project. If Consultant identifies a need for Subconsultant services, Consultant shall give written notice to Owner at least thirty (30) days before entering into a contract for any Subconsultant Services. The notice shall include a justification, a description of the scope of services, and an estimate of all costs for the Subconsultant's services. Consultant may request that Owner reduce the thirty-day notice period. Owner agrees to consider such requests in good faith. As a condition of approval, Owner may require that Consultant require any Subconsultant sign a nondisclosure agreement substantially consistent with Section 5 of this Agreement. Owner's approval of any Subconsultant shall not relieve Consultant of its obligations or liability with respect to the services to be performed by it or the Subconsultant, or of Consultant's liability for any property damage or personal injury caused by the Subconsultant or its employees. Consultant shall at all times be liable and responsible as a principal for the performance of all of the duties and obligations of Consultant hereunder that Consultant may elect to subcontract to any of its Subconsultants.

12.2 Diverse Business Enterprise Requirement. Owner utilizes the established guidelines from the California Public Utilities Commission ("CPUC") to qualify diverse suppliers and requires certification as a Diverse Business Enterprise ("DBE") by the Supplier Clearinghouse and/or the California Department of General Services. Generally, a DBE is a business in which 51% or more of the ownership interest is held, and 51% or more of the daily management and control of the business is performed, by one or more certified diverse suppliers. DBEs are divided into four classifications, as follows: Minority Business Enterprises ("MBE"), Women-Owned Business Enterprises ("WBE"), Disabled Veteran Business Enterprises ("DVBE"), and Lesbian, Gay, Bi-Sexual and Transgender Business Enterprises ("LGBTBE").

Consultant represents and warrants that the percentage of the Contract Price that will be paid to DBEs, including to the Consultant and any of Consultant's subcontractors, will be at least % (the "DBE Requirement"). If Consultant fails to meet the DBE Requirement, such failure will be deemed a Default and may result in termination of this Agreement by Owner pursuant to Section 18.4.

The CPUC requires Owner to report the amount of Owner's DBE spend in compliance with General Order 156. In order for Owner to meet this requirement, Consultant is required to submit a quarterly report to Owner, in a form provided by or acceptable to Owner, identifying (1) the total dollar amount of Contract Price paid by Owner to Consultant as of date of report ("Amount Paid to Date"), (2) the percentage of Amount Paid to Date that has been paid to DBEs, whether to Consultant or any of Consultant's subcontractors ("DBE Percentage"), and (3) the breakdown of the DBE Percentage into a percentage for each of the four classifications of DBEs (i.e., MBE, WBE, DVBE, and LGBTBE). Consultant will participate and assist, as

requested by Owner, in any audit activities relating to this program. In addition, Consultant will produce copies of invoices and cancelled checks to DBE subcontractors if requested by Owner.

13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Owner, its parent, subsidiaries, affiliates, and their respective officers, directors, employees, and agents from and against any and all claims asserted or liability established for any damages, costs, losses, and expenses (including attorneys' fees) caused by, arising out of, or related to: (i) the active or passive negligent acts or omissions of Consultant, its partners, officers, employees, agents or Subconsultants in the performance or furnishing of Services under this Agreement; or (ii) a breach of any representation or warranty set forth in this Agreement. Consultant's duty to indemnify and hold harmless shall not include any claims or liability arising from the established negligence or willful misconduct of Owner, its agents, officers or employees. Owner may, at its own election, conduct its defense or participate in the defense of any claim related in any way to this Agreement.

14. OWNERSHIP OF WORK PRODUCT

14.1 Intellectual Property. Except as set forth in Section 5, each party retains all right, title and interest (including all patents, copyrights, trade secrets, trade marks or other intellectual property rights) in their respective pre-existing materials (and any materials developed by such party) that it provides to the other party, and this Agreement does not grant any rights or licenses except as expressly set forth herein, and no other right or license is to be implied by or inferred from any provision of this Agreement or by the conduct of the Parties. This Agreement shall not be construed in any manner as a grant from Owner to Consultant of any rights held by any third party, including those held by J.D. Edwards, Orcom, or EDIS in their respective software systems.

14.2 Work Product. Upon payment for the Services that produced the Work Product, Owner and each affiliate to whom Owner assigns its rights as provided hereunder, shall own all Work Product originally developed by Consultant individually or jointly with Owner, in the course of Consultant's performance of its obligations under this Agreement. For the purposes of this Agreement, "Work Product" includes all reports, drawings, plans, specifications, calculations, submittals, and any other documents or records related to the Project and this Agreement. Work Product does not include Consultant's working notes and internal documents.

14.3 Competitive Materials. In no event shall either party be precluded from developing for itself, or for others, materials that are competitive with the Work Product, regardless of how similar the materials are to the Work Product. In addition, Consultant may use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the Services hereunder.

15. USE OF LOGO

Consultant shall not, without Owner's express written permission: (i) use Owner's name, trade name, logo, trademark, or service mark, whether registered or not, or the name, assumed business name, trade name, logo, trademark, or service mark, whether registered or not, of any

Owner affiliate, in connection with publicity, advertisements, promotion or in any other connection; or (ii) identify Owner in any manner on customer or vendor lists or on a web site (or on any third party web site) or in any web site metatags; or (iii) disclose to any third party the monetary value of any goods or services purchased hereunder. Consultant shall indemnify Owner for reasonable costs and expenses incurred in connection with enforcing the provisions of this Section 15. All of the restrictions and obligations set forth in this Section 15 shall survive any termination of this Agreement.

16. GOVERNING LAW; SEVERABILITY

16.1 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to or application of conflict of laws provisions.

16.2 Severability. If any one or more of the provisions contained within this Agreement is deemed invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the provision of the Agreement will be enforced to the maximum extent permissible and the remainder of the provisions of this Agreement will remain in full force and effect. Consultant and Owner mutually agree to substitute any invalid, illegal or unenforceable provision of this Agreement with a valid, legal, or enforceable provision which comes as close as possible to the reasonably inferred intent of the invalid, illegal, or unenforceable provision.

17. SUSPENSION OF WORK

Owner may at its sole option and for its convenience, suspend all or any portion of Consultant's performance of the Services, for a reasonable period of time not to exceed six months. Owner will give written notice to Consultant of such suspension specifying the date of suspension. Owner shall pay Consultant a sum equivalent to the reasonable value of the Services Consultant has performed up to the date of suspension. Thereafter, Owner may rescind the suspension by giving written notice to Consultant and requiring Consultant to resume performance of the Services in compliance with the terms and conditions of this Agreement. Consultant shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

18. TERMINATION

18.1 Termination for Convenience. Owner may terminate this Agreement or any portion of the Services to be performed under this Agreement for any reason with advance written notice to Consultant specifying the date of termination. Upon receipt of the notice of termination, Consultant shall cease all work by the termination date and may expend a reasonable amount of time to assemble work in progress for the purpose of proper filing of documents and closing of the Services, not to exceed five percent (5%) of the total time expended on the Project up to the date of the notice of termination unless otherwise agreed to by Owner in writing. If termination of the Services occurs at the completion of a specific phase of the Services, Consultant shall not be entitled to time for assembly of work in progress unless otherwise agreed to in writing by Owner. Consultant shall be entitled to fair and reasonable compensation for Services performed by Consultant prior to the effective date of termination and for assembling work in progress, if applicable. After the filing of documents and closing of the Services, Consultant shall deliver all Work Product to Owner. By accepting payment for filing, closing, and delivering of Work Product, Consultant discharges Owner from all of Owner's payment obligations and liabilities under this Agreement.

18.2 Continuity of Services. Except as provided in Section 18.3, so long as Owner continues to make all undisputed payments, Consultant shall not interrupt, suspend, or terminate the provision of Services to Owner, even if a dispute arises between the Parties, unless: (i) authority to do so is granted by Owner or ordered by a court of competent jurisdiction; or (ii) the term of this Agreement has expired or the Agreement has been terminated in accordance with its terms

18.3 Termination for Bankruptcy or General Assignment. Either party may terminate this Agreement immediately if: (a) the other party commences a voluntary case or other proceeding under any bankruptcy or insolvency law, or seeks the appointment of a trustee, receiver, liquidator, custodian, or similar official of all or any substantial part of its property; (b) any involuntary case or other proceeding under any bankruptcy or insolvency law, seeking the appointment of a trustee, receiver, liquidator, custodian, or similar official for all or any substantial part of the other party's property, is commenced against the other party, and the other party consents to any relief requested, or if such proceeding is not stayed or discharged within thirty (30) calendar days; or (c) the other party makes a general assignment for the benefit of creditors or fails generally to pay its debts as they become due, or otherwise suffers or otherwise permits an attachment of execution levied upon any material portion of its property connected with its performance hereunder. If any of the above events occur, the party shall immediately notify the other party of the occurrence in writing.

18.4 Termination for Default. If Consultant fails to perform or adequately perform any obligation required by this Agreement, Consultant's failure constitutes a Default. If Consultant fails to satisfactorily cure a Default within ten calendar days of receiving written notice from Owner specifying the nature of the Default, Owner may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of Owner enumerated in this Section 18.4 are cumulative and shall not limit, waive or deny any of Owner's rights under any other provision of this Agreement. Further, this Section does not waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement, or hereinafter enacted or established, that may be available to Owner against Consultant.

19. INSURANCE

19.1 Minimum Coverage Requirements. At no expense to Owner, Consultant shall obtain and keep in force during the term of this Agreement, including any renewals or extensions, and require its Subconsultants to obtain and keep in force during the terms of their respective contracts, the minimum insurance limits and coverage set forth in Exhibit B. The insurance coverage limits set forth in Exhibit B are minimum coverage requirements, not limitations of liability, and shall not be construed in any way as Owner's acceptance of the responsibility of Consultant. Owner may approve in its sole discretion reduced coverages for Subconsultants upon written request by Consultant. Owner's approval of any such reduced coverages must be in writing.

19.2 Failure to Procure. If Consultant fails to procure and maintain the required insurance, upon written notice Owner may, but shall not be required to, procure and maintain the required insurance at the expense of Consultant. In the alternative, Owner may declare a default hereunder and, unless such default is timely cured, terminate the Agreement. Unless and until the default is cured, Consultant and its servants, employees, or agents shall not be allowed to enter upon Owner's premises.

20. HEADINGS

Headings in this Agreement are for convenience only and are not to be used in the construction or interpretation of this Agreement.

21. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument.

22. MANDATORY ASSISTANCE

If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon Owner’s request, Consultant, including its agents, officers, and employees, agrees to assist in resolving the dispute or litigation (“Mandatory Assistance”). Mandatory Assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation. Owner will reimburse Consultant for any fees and expenses incurred for required Mandatory Assistance as Additional Services. Notwithstanding the foregoing, Owner, in its sole discretion, shall determine whether these fees and expenses were necessary due to Consultant’s, including its agents’, officers’, and employees’, act or failure to act. If Owner determines that the necessity for the fees and expenses were necessary as a result of the Consultant’s or its agents’, officers’, or employees’ conduct, in part or in whole, Consultant shall not be entitled to reimbursement and Owner shall be entitled to be reimbursed for any payments made for those fees and expenses. Reimbursement may be through any legal means necessary, including Owner’s withholding of payment to Consultant.

23. DISPUTE RESOLUTION

23.1 Dispute Resolution. The intent of the Parties is to identify and resolve disputes promptly after any dispute arises. Before attempting to exercise any legal or equitable remedy, each party agrees to follow the dispute resolution procedure described below.

23.2 Escalation of Dispute. If there is a dispute between the Parties arising out of this Agreement, each party agrees to engage in good faith negotiations between progressively more senior representatives of each party, as follows:

Level	Representatives of the Parties	Maximum Duration of Negotiations Prior to Escalation to Next Level
One	OWNER: CONSULTANT:	5 business days
Two	OWNER: CONSULTANT:	5 business days
Three	OWNER: CONSULTANT:	7 business days

Either party may at any time change its representative party designated above by providing written notice to the other party.

If the dispute remains unresolved following the negotiations and the expiration of the periods specified above, each party may immediately exercise or pursue any other rights or remedies available hereunder or at law or in equity, and it is acknowledged by the Parties that nothing herein shall preclude, limit, or otherwise restrict any legal or equitable remedies available to either party for failure of the other party to perform its obligations under this Agreement.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between Consultant and Owner relating to the subject matter herein, and supersedes any and all prior or contemporaneous agreements or understandings, whether oral or written, relating to the subject matter herein. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the Parties. The Parties agree that the terms and conditions stated on any purchase orders shall be superseded by the terms and conditions stated herein and shall be of no force and effect.

25. TIME

Time is of the essence for this Agreement.

26. NO WAIVER

No failure of either Owner or Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

27. DRAFTING AMBIGUITIES

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

28. EXHIBITS INCORPORATED

All Exhibits and Attachments referenced in this Agreement are attached hereto and incorporated into the Agreement by this reference.

29. CONFLICTS BETWEEN TERMS

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable

federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

30. SURVIVAL

Any provisions of this Agreement that impose continuing obligations upon a party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration, termination, or cancellation of this Agreement, shall remain in full force and effect.

31. COVENANTS AND CONDITIONS

All provisions of this Agreement expressed as either covenants or conditions on the part of Owner or Consultant shall be deemed to be both covenants and conditions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

California-American Water Company

Enter Consultant Company Name

BY: _____
(Signature)

BY: _____
(Signature)

NAME: _____
(Print)

NAME: _____
(Print)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A SCOPE OF SERVICES

To be finalized after intent to award is given.

EXHIBIT B

INSURANCE COVERAGE

1. Commercial General liability
 - \$1,000,000 per occurrence Combined Single Limits
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products and Completed Operations Aggregate
 - CGL ISO 1996 or later Occurrence form including Premises and Operations Coverage, Products and Completed Operations, Coverage for Independent Contractors, Personal Injury Coverage and Blanket Contractual Liability, and Contractors Protective Liability if the Consultant subcontracts to another all or any portion of the Services. Completed Operations shall be maintained for a period of three (3) years following Final Completion for any construction, renovation, repair, and/or maintenance service.

2. Workers' Compensation
 - Applicable Federal or State Requirements: Statutory Minimum
 - Employer's Liability \$1,000,000
 - Each Accident \$1,000,000
 - Each Employee – Disease \$1,000,000
 - Voluntary workers compensation insurance coverage is required for all employees not subject to applicable workers compensation act or acts

3. Automotive Liability (including owned, hired, borrowed and non-ownership liability)
 - Bodily Injury and Property Damage \$1,000,000 each occurrence Combined Single Limits

4. Umbrella Liability
 - \$1,000,000 each occurrence and annual aggregate in excess of Employer's Liability,
 - General Liability and Automotive Liability (no more restrictive than underlying insurance)

5. Professional Liability. Professional Liability or Errors and Omissions insurance acceptable to Owner covering Consultant's liabilities for loss due to error, omission, negligence, mistakes, or failure to take appropriate action in the performance of business or professional duties of their employees in the amount of at least **\$1,000,000** per claim and in the aggregate shall be procured and maintained during the Agreement term and for a period of at least one (1) year after completion of the Agreement evidenced either by renewal of the policy for one year or by endorsement or addition of an Extended Reporting (or Discovery) Period for at least one year following the policy expiration date. Policy shall also be endorsed to provide contingent bodily injury and property damage liability coverage.

6. Liability Limits. The minimum liability limits required herein may be satisfied through the combination of the primary General Liability, Employers' Liability, and

Automotive Liability limits with an Umbrella Liability policy (with coverage no more restrictive than the underlying insurance) providing excess limits at least equal to or greater than the combined primary limits.

7. Additional Insured. All Commercial General Liability including completed operations-products liability coverage and Automotive liability insurance shall designate California-American Water Company, its parent, affiliates, and subsidiaries (collectively "California American Water"), and their respective directors, officers, and employees as Additional Insured. All such insurance shall be primary and non-contributory, and is required to respond and pay prior to any other insurance or self-insurance available to California American Water. In addition to the liability limits available, such insurance will pay on behalf of or will indemnify California American Water for defense costs. Any other coverage available to California American Water applies on a contingent and excess basis. Such insurance shall include appropriate clauses pursuant to which the insurance companies shall waive their rights of subrogation against California American Water.
8. Certificates and Endorsements. California American Water shall be the certificate holder and the certificate shall include the following phrase in the "Description of Operations" section: "Policy shall include the interests of California-American Water Company, its parent, affiliates, and subsidiaries (collectively, "California American Water"), and their respective directors, officers and employees as additional insured with respect to any and all operations performed by the named insured on behalf of California American Water." Consultant shall require its Subconsultants, if any, to furnish, prior to the start of work, certificates or adequate proof of the required insurance including, if specifically requested by Owner, copies of the endorsements and insurance policies naming California American Water as Additional Insured. Consultant shall provide current certificates of insurance to Owner prior to the commencement of work and the required insurance shall be maintained until completion of the Agreement. Waiver of Subrogation endorsement must accompany the certificate of insurance and must include Workers' Compensation policies.
9. Excess Policy. Excess policy shall follow the form for Employers Liability, General Liability and Auto Liability Policies without exception and shall be indicated as such with an endorsement from the insurer.
10. Change in Policies. Consultant shall notify Owner in writing at least thirty (30) days prior to cancellation of or a material change in a policy. Any cancellation or material alteration of a policy shall not relieve Consultant of its continuing obligation to maintain insurance coverage in accordance with this Agreement.
11. Rating of Carriers. Carriers providing coverage shall be rated by A.M. Best with at least an "A" rating and a financial size category of at least Class VII. Carriers shall be licensed in state(s) where the work will be performed.