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**PROFESSIONAL SERVICES CONTRACT AE23-050**

**with Michael Baker International, Inc.**

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*Calleguas Creek Levee Highway 101 to Adolfo Road (CC-2) Rehabilitation Project - CEQA Support*

*(Project No: P6086020)*

This contract is made and entered into this 27<sup>th</sup> day of June 2023 by and between the Ventura County Watershed Protection District, hereinafter referred to as AGENCY, and Michael Baker International, Inc., hereinafter referred to as CONSULTANT, regarding CONSULTANT's performance of the work and services described in Exhibit A hereto (the "Work"). CONSULTANT, or a principal of the firm, is registered, licensed, or certified by the State of California as a Civil Engineer - Tanya Bilezikjian, number C72119.

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 and the County of Ventura Public Works Agency Consultant's Guide to Ventura County Procedures ("Guide") as amended from time to time, which is on file in the office of the Public Works Agency, and which by reference is made a part hereof. This contract shall take precedence over the Guide in case of conflicting provisions; otherwise they shall be interpreted together. 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 if CONSULTANT is delayed by any public agency reviewing documents produced by CONSULTANT under this contract, or solely due to acts or omissions of AGENCY, provided that CONSULTANT promptly notifies AGENCY in writing of 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 in Exhibit C 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.

**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. 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. CONSULTANT is authorized to place the following statement on the drawings, specifications and other Work Product prepared pursuant to this contract:

"This drawing [or These specifications], including the designs incorporated herein, is [are] an instrument of professional service prepared for use in connection with the project identified hereon under the conditions existing on [date]. Any use, in whole or in part, for any other project without written authorization of [CONSULTANT's name] shall be at the user's sole risk."

**7. Errors and Omissions**

Without limiting AGENCY's other available remedies, if a construction change order is required for the subject project as a proximate result of an error or omission of CONSULTANT in the preparation of the construction or survey documents pursuant to this contract, regardless of whether or not such error or omission was the result of negligence, the necessary amendment or supplement to the construction documents required for such change order shall be made by CONSULTANT at no additional charge to AGENCY.

**8. 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 correct non-conforming 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.

**9. Subconsulting**

With the prior written consent of AGENCY, CONSULTANT may engage the professional services of subconsultants for the performance of a portion of the Work ("Subconsultants"). CONSULTANT shall be fully responsible for all Work performed by Subconsultants 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 Subconsultant, except to the extent such requirements are modified or waived in writing by AGENCY. CONSULTANT shall ensure that each Subconsultant obtains and keeps in force and effect during the term of this contract the required insurance.

**10. Independent Contractor**

a. No Employment Relationship. CONSULTANT is an independent contractor, and no relationship of employer and employee is created by this contract. Neither CONSULTANT nor any of the persons performing services for CONSULTANT pursuant to this contract, whether said person be a principal, member, partner, officer, employee, agent, volunteer, associate, Subconsultant or otherwise of CONSULTANT, will have any claim under this contract or otherwise against AGENCY for any salary, wages, sick leave, vacation pay, retirement, social security, workers' compensation, disability, unemployment insurance, federal, state or local taxes, or other compensation, benefits or taxes of any kind. AGENCY is not required to make any deductions from the compensation payable to CONSULTANT under the provisions of this contract. CONSULTANT shall be solely responsible for self-employment Social Security taxes, income taxes and any other taxes levied against self-employed persons. CONSULTANT does not assign such obligation to AGENCY for collection or administration except as may be required by federal and state law.

b. No AGENCY Control of Means and Methods of Performance. Except as otherwise provided in this contract, AGENCY will have no control over the means or methods by which CONSULTANT will perform services under this contract, provided, however, that CONSULTANT will perform services hereunder and function at all times in accordance with approved methods of practice in the professional specialty of CONSULTANT.

c. Third Parties Employed by CONSULTANT. If, in the performance of this contract, any third parties (including, without limitation, Subconsultants) are employed by CONSULTANT, such third parties will be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, and other applicable requirements of law will be the responsibility of and determined by CONSULTANT, and AGENCY will have no right or authority over such third parties or the terms of such employment, except as provided in this contract.

d. Compliance with Workers' Compensation Laws. CONSULTANT will comply with all applicable provisions of the Workers Compensation Insurance and Safety Act of the State of California (codified as amended commencing at Labor Code section 3200), including, without limitation, divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all applicable similar state and federal acts or laws, and will indemnify and hold harmless AGENCY from and against all Third Party Claims (defined elsewhere herein) presented, brought or recovered against AGENCY, for or on account of any liability under any of said laws which may be incurred by reason of any services to be performed under this contract.

e. Indemnity for Claims of Employer-Employee Relationship. CONSULTANT agrees to defend, through attorneys approved by AGENCY, indemnify and hold harmless AGENCY and its boards, agencies, departments, officers, employees, agents and volunteers from and against any and all Third-Party Claims (defined elsewhere herein) made against AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this contract. CONSULTANT further agrees to hold AGENCY harmless from and to compensate AGENCY for any Third-Party Claims against AGENCY for payment of state or federal income or other tax obligations relating to CONSULTANT's compensation under the terms of this contract. CONSULTANT will not settle or otherwise compromise a Third-Party Claim covered by this subsection without AGENCY's advance written approval. This subsection does not apply to any penalty imposed by any governmental agency that is not caused by or the fault of CONSULTANT.

**11. 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 and its principals, officers, employees, agents and Subconsultants 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. This section is not intended to modify the standard of performance as set forth in Section 1.

- b. CONSULTANT acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that principals, officers, 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, officers, employees or agents, 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.

## **12. Defense and Indemnification**

CONSULTANT agrees to defend, through attorneys approved by AGENCY, indemnify and hold harmless AGENCY and the County of Ventura (if not defined as AGENCY) and their boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitee") from and against any and all claims, lawsuits, judgments, debts, demands, and liability (including attorney fees and costs) (collectively, "Third Party Claims"), including, without limitation, those arising from injuries or death of persons and/or damage to property, whether against CONSULTANT, AGENCY or others, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONSULTANT, save and except third party claims arising through the sole gross negligence or sole willful misconduct of Indemnitee. CONSULTANT shall not settle or otherwise compromise a Third-Party Claim covered by this section without AGENCY's advance written approval.

## **13. 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 \$1,000,000.00 coverage for each occurrence and \$0,000.00 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 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. Professional liability (errors and omissions) insurance shall provide a minimum of \$1,000,000.00 coverage per claim and \$2,000,000.00 in annual aggregate coverage.

If CONSULTANT maintains higher limits than the minimums shown above, AGENCY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to AGENCY.

- b. With respect to any coverage written on a "claims made" basis, CONSULTANT shall, for three years after the date when this contract is terminated or completed, maintain such policy with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). AGENCY may withhold final payments due until satisfactory evidence of the continued maintenance of such policy or the tail coverage is provided by CONSULTANT to AGENCY. 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. CONSULTANT shall notify AGENCY of any and all policy cancellations within three working days of the cancellation.
- d. The commercial general liability policy shall name AGENCY and the County of Ventura (if not defined as AGENCY) and their respective officials, employees, and agents 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. Additional Insured coverage shall include both ongoing and completed operations. In the case of policy cancellation, AGENCY shall be notified by the insurance company or companies as provided for in 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. CONSULTANT shall permit AGENCY at all reasonable times to inspect any policies of insurance required hereunder.
- g. Each insurance policy required above shall state that coverage shall not be canceled except with notice to AGENCY.

#### **14. Claims and Disputes**

- a. Administrative Review. Prior to filing a complaint in arbitration 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 Subconsultant (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, 2) Deputy Director of Public Works ("Department Director") and 3) Director of Public Works Agency ("Agency Director"). 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 at fault, as well as all correspondence and evidence regarding each claim. CONSULTANT may appeal the decision made by the Project Manager to the Deputy Director and may appeal the decision made by the Deputy Director to the Agency Director, 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.

#### **15. 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 principals, officers, employees, agents and Subconsultants 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.

#### **16. Prevailing Wage Requirements**

Certain work to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. 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 AGENCY's 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).

**17. Miscellaneous**

- a. Entire Understanding. This contract is an integrated agreement and constitutes the final expression, and the complete and exclusive statement of the terms of, the parties' agreement with respect to the subject matter hereof. This contract supersedes all contemporaneous oral and prior oral and written agreements, understandings, representations, inducements, promises, communications or warranties of any nature whatsoever, by either party or any agent, principal, officer, partner, employee or representative of either party, with respect to the subject matter hereof. Without limiting the foregoing, CONSULTANT acknowledges that no representation, inducement, promise or warranty not contained in this contract will be valid or binding against AGENCY.
- b. 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.
- c. Nonassignability. CONSULTANT will not assign this contract or any portion thereof to a third party without the prior written consent of AGENCY, and any attempted assignment without such prior written consent will be null and void and will be cause, at AGENCY's sole and absolute discretion, for immediate termination of this contract. AGENCY may withhold its consent to assignment at its discretion. In the event AGENCY consents to assignment, the obligations of CONSULTANT hereunder shall be binding on CONSULTANT's assigns.
- d. Third Party Beneficiaries. Except for indemnitees under sections 10.e and 12 above, this contract does not, and the parties to this contract do not intend to, confer a third party beneficiary right of action on any third party whatsoever, and nothing set forth in this contract will be construed so as to confer on any third party a right of action under this contract or in any manner whatsoever.
- e. Time limits stated herein are of the essence.
- f. Governing Law; Venue. This contract is made and entered into in the State of California and shall, in all respects, be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein. The venue for any action, suit, arbitration, judicial reference or other proceeding concerning this contract shall be in Ventura County, California.
- g. All notices, requests, claims, and other official communications under the contract shall be in writing and transmitted by one of the following methods:
  - (1) Personal delivery.
  - (2) Courier where receipt is confirmed.
  - (3) Registered or certified mail, postage prepaid, return receipt requested.

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:

Public Works Agency  
County of Ventura L#1670  
800 South Victoria Avenue  
Ventura, CA 93009-1670

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

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**PROFESSIONAL SERVICES CONTRACT AE23-050**

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- h. Further Actions. The parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this contract.
- i. Legal Representation. Each party warrants and represents that in executing this contract, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the party has read the terms of this contract and had their consequences (including risks, complications and costs) completely explained to the party by the party's attorneys (or had a reasonable opportunity to do so); and that the party fully understands the terms of this contract. Each party further acknowledges and represents that the party has executed this contract freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this contract.
- j. No Waiver. Failure by a party to insist upon strict performance of each and every term, condition and covenant of this contract shall not be deemed a waiver or relinquishment of the party's rights to enforce any term, condition or covenant.
- k. Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties intend, and it shall be so deemed, that the remaining provisions of this contract shall continue in full force without being impaired or invalidated in any way. If such provision is held to be invalid, void or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- l. Interpretation of Contract. For purposes of interpretation, this contract shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the contract. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this contract. Where appropriate in the context of this contract, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or neuter.
- m. Counterparts. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same contract.

**CONSULTANT:**

Michael Baker International, Inc.

**AGENCY:**

Ventura County Watershed Protection District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Public Works Director or  
Deputy Purchasing Agent

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
25-1228638

\_\_\_\_\_  
Vendor Number



## EXHIBIT A - SCOPE OF WORK AND SERVICES

### 1. Overview of Services and Project

AGENCY has engaged CONSULTANT to provide the following services, which are more specifically described in the Basic Services section below, to assist AGENCY with the following project:

The CONSULTANT shall provide California Environmental Quality Act (CEQA) compliance services, and special studies in support of CEQA compliance and permitting for the Calleguas Creek Levee Highway 101 to Adolfo Road (CC-2) Rehabilitation Project.

### 2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

#### Task 1 – Project Management, Meetings and Hearings

**Project Administration:** CONSULTANT shall review project materials including background information, technical reports, and project plans. CONSULTANT shall coordinate with project team via email and phone. CONSULTANT shall prepare monthly invoices and progress reports.

##### *Deliverable*

- Monthly progress report letter accompanying invoices detailing work conducted, budget expended, next tasks, and any constraints with suggestions for resolution.

**Kick Off Meeting and Site Visit:** CONSULTANT shall attend in-person a four-hour project kick-off meeting with AGENCY. CONSULTANT shall develop an agenda, and post-meeting report-out. CONSULTANT shall discuss data needs, and project work plan for Calleguas Creek Levee Highway 101 to Adolfo Road (CC-2) Project CEQA compliance with AGENCY. CONSULTANT shall visit the project site with AGENCY staff.

##### *Deliverables*

- Kickoff meeting agenda and meeting minutes.

**Meetings and Hearings:** CONSULTANT shall attend up to fifteen (15) one-half hour monthly meetings, up to twelve (12) one-hour meetings (to go over AGENCY proposed revisions to draft deliverables, etc.), and four (4) two-hour meetings (some may be in person) and up to two (2) in person public hearings.

##### *Deliverables*

- Meeting minutes.

#### Task 2 – CEQA Initial Study

**CEQA Project Description.** CONSULTANT shall prepare the CEQA project description based upon available AGENCY-approved plan drawings, existing reports, and communication with AGENCY. The project description shall be sufficient in detail to inform the impact analyses and clear enough for public consumption.

##### *Deliverables*

- Administrative draft project description and final project description incorporating comments from AGENCY delivered electronically in Word and PDF files.

**Cumulative Projects List and Cumulative Approach.** CONSULTANT shall consult with relevant agencies (e.g., City of Camarillo Planning and Public Works, Ventura County Planning Department, California Department of Transportation, etc.) and develop an appropriate cumulative projects list, map, and cumulative impact assessment approach for each of the CEQA issues other than those not subject to cumulative analysis.

##### *Deliverables*

- Administrative draft cumulative projects list and approach and final cumulative projects list and approach incorporating comments from AGENCY delivered electronically in Word and PDF files.

## Professional Services Contract AE23-050

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**Initial Study.** CONSULTANT shall prepare an Initial Study to evaluate potential environmental impacts associated with the project using the County of Ventura Initial Study Assessment Guidelines, and in compliance with the State CEQA Statutes (Public Resources Code [PRC] 21000 et seq.), the State CEQA Guidelines (California Code of Regulations [CCR] Section 15000 et seq.), and relevant case law.

CONSULTANT shall conduct the Initial Study analyses to help determine the issue areas that should be the focus of the EIR (Task 3). Presently, the known issues that shall be the subject of the EIR include: biological resources, cultural/tribal cultural resources, hydrology, noise, recreation, and scenic resources. Therefore, CONSULTANT analysis for these subjects may be cursory in the Initial Study which can reference the fact that a more detailed analysis shall be presented in the EIR. The CONSULTANT shall use the Initial Study as an Appendix to the EIR to support the discussion of Impacts Found Not to be Significant.

CONSULTANT shall evaluate short- and long-term direct and indirect project impacts, and cumulative impacts. Impacts shall be identified as beneficial, no impact, less than significant, significant and mitigable or significant and unavoidable using the Class system I through IV (e.g., Class I - significant and unavoidable). Mitigation measures shall be identified as appropriate for each project impact.

CONSULTANT shall evaluate the project for potential impacts in the following issue areas explicitly identified in the County of Ventura Initial Study Assessment Guidelines utilizing the thresholds of significance and methodology described therein.

1. Air Quality
- 2a. Water Resources – Groundwater Quantity
- 2b. Water Resources – Groundwater Quality
- 2c. Water Resources – Surface Water Quantity
- 2d. Water Resources – Surface Water Quality
- 3a. Mineral Resources – Aggregate
- 3b. Mineral Resources – Petroleum
4. Biological Resources
- 5a. Agricultural Resources – Soils
- 5b. Agricultural Resources – Land Use Incompatibility
6. Scenic Resources
7. Paleontological Resources
- 8a. Cultural Resources Archaeology
- 8b. Cultural Resources Historic
9. Coastal Beaches and Sand Dunes
10. Fault Rupture Hazard
11. Ground Shaking Hazard
12. Liquefaction Hazards
13. Seiche and Tsunami Hazards
14. Landslide/Mudflow Hazard
15. Expansive Soils Hazard
16. Hydraulic Hazards – Non-FEMA
17. Hydraulic Hazards – FEMA
18. Fire Hazards
19. Aviation Hazards
- 20a. Hazardous Materials/Waste – Materials
- 20b. Hazardous Materials – Waste
21. Noise and Vibration

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## Professional Services Contract AE23-050

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- 22. Daytime Glare
- 23. Public Health
- 24. Greenhouse Gases
- 25. Community Character
- 26. Housing
- 27a(1) Transportation and Circulation – Roads and Highways – Level of Service (no longer necessary as it has been replaced by Vehicle Miles Traveled analysis per the CEQA Guidelines)
- 27a(2) Transportation and Circulation – Roads and Highways – Safety and Design of Public Roads
- 27a(3) Transportation and Circulation – Roads and Highways – Safety and Design of Private Access
- 27b. Transportation and Circulation – Pedestrian/Bicycle Facilities
- 27c. Transportation and Circulation – Bus Transit
- 27d. Transportation and Circulation - Railroads
- 27e. Transportation and Circulation - Airports
- 27d. Transportation and Circulation – Harbor Facilities
- 27e. Transportation and Circulation – Pipelines
- 28a. Water Supply - Quality
- 28b. Water Supply – Quantity
- 28c. Water Supply - Fire Flow Requirements
- 29a. Waste Treatment and Disposal Facilities – Individual Sewage Disposal Systems
- 29b. Waste Treatment and Disposal Facilities – Sewage Collection/Treatment Facilities
- 29a. Waste Treatment and Disposal Facilities – Solid Waste Management
- 29a. Waste Treatment and Disposal Facilities – Solid Waste Facilities
- 30. Utilities
- 31a. Flood Control Facilities/Watercourses – Watershed Protection District
- 31b. Flood Control Facilities/Watercourses – Other Facilities
- 32. Law Enforcement/Emergency Services
- 33a. Fire Protection Services – Distance and Response
- 33b. Fire Protection Services – Personnel, Equipment and Facilities

CONSULTANT shall also address the following issues not explicitly identified in the County of Ventura Initial Study Guidelines, because the guidelines were published in 2011, the issues to be integrated into the Initial Study include:

- Forestry Resources (CEQA Appendix G, Item II, Agriculture and Forestry Resources)
- Land Use and Planning (CEQA Appendix G, Item XI, b. plan, policy regulation consistency – new 2040 Ventura County General Plan, City of Camarillo General Plan (2004) and potentially other relevant plans, policies and regulations)
- Transportation (Conflict or be inconsistent with CCR Section 15064.3, subdivision [b] pertaining to vehicle miles traveled)
- Wildfire (PRC Section 21083.1)
- Cultural Resources (CCR Section 15064.5, PRC Sections 5024 and 5024.5)
- Tribal Cultural Resources (PRC Sections 21082.3, 21084.2, and 21084.3)

CONSULTANT shall conduct an air quality analysis focused on the construction phase of the proposed project. CONSULTANT shall include the air quality analysis as a section in the Initial Study, CONSULTANT shall provide the following key components in the air quality analysis:

- **Existing Conditions/Regulatory Framework.** The project is located within the South Central Coast Air Basin (SCCAB), which is under the jurisdiction of the Ventura County Air Quality Pollution Control District (VCAPCD). CONSULTANT shall use baseline meteorological and air quality data developed through the California Air Resources Board (CARB) for the description of existing ambient air quality. CONSULTANT shall include air quality data from the nearest representative air quality monitoring stations to help highlight existing air quality local to the project area. CONSULTANT's analysis shall also describe and address the requirements set forth by the VCAPCD Air Quality Assessment Guidelines.
- **Construction- and Operational-Related Emissions.** Based on data provided by the AGENCY, CONSULTANT shall quantify project emissions generated during construction activities using the California Emissions Estimator Model version 2022.1.1.5 (CalEEMod). CONSULTANT shall compare the air pollutant emissions during construction to the VCAPCD thresholds of significance. CONSULTANT shall qualitatively discuss naturally occurring asbestos impacts. CONSULTANT shall qualitatively evaluate operational emissions.
- CONSULTANT shall analyze the resultant human health impacts from the project's short-term construction and long-term operational air emissions.

CONSULTANT shall conduct a greenhouse gas (GHG) analysis focused on the construction phase of the proposed project. CONSULTANT shall provide the greenhouse gas analysis as a section of the Initial Study, CONSULTANT shall use CalEEMod to quantify construction related GHG emissions while operational emissions will be qualitatively analyzed. CONSULTANT's analysis shall determine the project's impact by identifying if the project's GHG emissions exceed the thresholds established by the VCAPCD. CONSULTANT shall also discuss the potential global climate change impacts, the effects of GHG emissions, and history of GHG emissions regulations in California. CONSULTANT's analysis shall include a project consistency analysis with applicable plans for the purpose of reducing GHG emissions, such as the California Air Resources Board 2022 Climate Change Scoping Plan.

CONSULTANT shall conduct an energy analysis focused on the construction phase of the proposed project. The CONSULTANT's energy analysis shall be provided as a section of the Initial Study. CONSULTANT shall analyze the energy implications of the project pursuant to PRC Section 21100(b)(3) and Appendix G and Appendix F of the CEQA Guidelines. In addition, CONSULTANT shall provide a project consistency analysis with state or local plans for renewable energy or energy efficiency. The CONSULTANT's analysis shall quantify energy consumption associated with short-term construction activities.

CONSULTANT shall conduct a fossil locality search at the Natural History Museum of Los Angeles, literature and geologic map review, paleontological resources sensitivity analysis, and provide analysis pertaining to project impacts to paleontological resources. CONSULTANT shall document methods and results in a technical memorandum report and will utilize the findings in the Initial Study.

CONSULTANT shall provide a relevant plans and policies analysis for every environmental issue identified in the Initial Study. CONSULTANT shall identify the level of environmental impact associated with any identified policy inconsistencies and provide mitigation as necessary.

*Deliverables*

- CONSULTANT shall prepare an electronic version (Word and PDF) of an administrative draft and final draft Initial Study for AGENCY staff review.

**Task 3 – Environmental Impact Report**

**Scoping and Public Outreach.** CONSULTANT shall provide AGENCY formal scoping and informal outreach including reviewing and providing input on the Notice of Preparation (NOP) mailing list to be prepared by AGENCY, preparing a PowerPoint presentation to be used for scoping purposes (in person or video conference), preparing public comment cards (for use during scoping meeting, if live), taking notes during the meeting, compiling comments to be addressed in the EIR, preparing a project outreach flyer or advertisement, and posting notices at the project site.

*Deliverables*



- CONSULTANT shall provide AGENCY electronic versions of the scoping and public outreach documentation in Word and PDF.

**Draft Environmental Impact Report.** CONSULTANT shall prepare a draft focused EIR (two [2] administrative and one [1] public version) including results of all necessary associated studies (i.e., biological resources assessment, cultural resources study, evaluation of hydrology, noise, vibration, recreation, and scenic resources [including visual renderings]). The Draft EIR shall meet all the requirements set forth in CEQA (PRC § 21000 et seq.) and the State CEQA Guidelines (CCRs, Section 15000 et seq.).

CONSULTANT shall prepare the EIR with separate setting, impacts (including clearly stated significance thresholds, each of which shall be addressed; and project-specific direct and indirect and cumulative impacts discussions), mitigation and residual impacts sections for each issue area. CONSULTANT shall clearly identify each impact statement including impact classification followed by the discursive rationale for the determination. An example of an impact statement follows:

- Impact NOI-1. The project will have a significant short-term noise impact on residents within 100-feet of the construction site (Class II).

CONSULTANT shall prepare mitigation measures which reference the impact it is addressing (e.g., MM NOI-1(a), MM NOI-1 (b), etc.). Each mitigation measure shall be detailed (who does what where and when) and include success criteria where appropriate.

CONSULTANT shall prepare an EIR impact section that analyzes potential impacts to biological resources resulting from implementation of the project. CONSULTANT's analysis shall primarily be based upon the Biological Resources Assessment (BRA) described in Task 4. CONSULTANT shall review and incorporate information as applicable from additional existing documentation such as the Calleguas Creek and Somis Drain Levee Rehabilitation Preliminary Environmental Review, Ventura County 2040 General Plan and EIR, County GIS data, and other relevant environmental documents. CONSULTANT shall compare the results of the BRA to the County's CEQA thresholds of significance for biological resources.

CONSULTANT shall prepare an EIR impact section that analyzes potential impacts to cultural and tribal resources as a result of the project. CONSULTANT's analysis will primarily be based upon the Cultural Resources Identification Report described below in Task 4. CONSULTANT shall also review and incorporate into the cultural and tribal resources EIR section information as applicable from additional existing documentation such as the Calleguas Creek and Somis Drain Levee Rehabilitation Preliminary Environmental Review, Ventura County 2040 General Plan and EIR, County GIS data, and other relevant environmental documents. CONSULTANT shall compare the results of the Cultural Resources Identification Report to the County's CEQA thresholds of significance for cultural and tribal resources.

CONSULTANT shall prepare an EIR impact section that analyzes potential impacts related to hydrology as a result of the project. Alterations to creek hydrology and hydraulics as a result of the proposed levee improvements will be discussed. CONSULTANT's analysis shall primarily be based upon project-specific design and engineering information to be provided by AGENCY. CONSULTANT shall also review and incorporate as appropriate into the hydrology EIR section additional information from existing documentation such as the Calleguas Creek and Somis Drain Levee Rehabilitation Project Pre-Design Study, Calleguas Creek and Somis Drain Levee Rehabilitation Preliminary Environmental Review, Ventura County 2040 General Plan and EIR, County GIS data, FEMA data, and other relevant environmental documents. CONSULTANT shall compare the results of these analyses to the County's CEQA thresholds of significance for hydrology.

CONSULTANT shall prepare an EIR impact section that analyzes potential impacts related to construction noise and vibration as a result of the project. CONSULTANT shall describe existing conditions including the applicable noise and land use compatibility criteria for the project area, noise standards regulating noise impacts for land uses on and adjacent to the project site and the results of up to four short-term noise measurements in the project vicinity to be conducted by CONSULTANT. CONSULTANT shall analyze noise impacts from construction sources based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. CONSULTANT shall evaluate the construction noise impacts in terms of maximum levels (Lmax) and hourly equivalent continuous noise levels (Leq) and the frequency of

occurrence at adjacent sensitive locations. CONSULTANT shall qualitatively evaluate operational noise. CONSULTANT shall conduct an analysis of vibration impacts of the project which shall be based on the Federal Transit Administration's vibration analysis guidance. CONSULTANT's analysis requirements shall be based on the sensitivity of the area, anticipated construction activities, and applicable Ordinance specifications. CONSULTANT shall compare the results of the noise and vibration analyses to the applicable County's CEQA thresholds relevant to sensitive receptors in proximity to the project site.

CONSULTANT shall prepare an EIR impact section that analyzes potential impacts related to recreational facilities as a result of the project. CONSULTANT's analysis shall focus on impacts to Calleguas Creek Trail and the potential for full or partial closures during construction that may adversely affect trail users in the project area. CONSULTANT shall address indirect proximity impacts (such as air quality and noise) to the trail and other recreational facilities (e.g., Calleguas Creek Park). CONSULTANT's analysis shall primarily be based upon information to be provided by AGENCY, in regard to the frequency/duration of potential trail closures and other construction activities having the potential to affect nearby recreational facilities. CONSULTANT shall review and incorporate into the section, as appropriate, information from existing documentation such as the Calleguas Creek and Somis Drain Levee Rehabilitation Project Pre-Design Study, Calleguas Creek and Somis Drain Levee Rehabilitation Preliminary Environmental Review, Ventura County 2040 General Plan and EIR, County GIS data, and other relevant environmental documents. CONSULTANT shall compare the results of these analyses to the County's CEQA thresholds of significance for recreation.

CONSULTANT shall prepare an EIR impact section that analyzes potential impacts to scenic resources as a result of the project. CONSULTANT's analysis shall primarily be based upon the visual renderings described in Task 4 below. CONSULTANT shall review and incorporate into the section, as appropriate, information from existing documentation such as the Calleguas Creek and Somis Drain Levee Rehabilitation Preliminary Environmental Review, Ventura County 2040 General Plan and EIR, and other relevant environmental documents. CONSULTANT shall compare the results of the visual renderings and analyses to the County's CEQA thresholds of significance for scenic resources, relevant to sensitive receptors in proximity to the project site.

CONSULTANT shall provide a relevant plans and policies analysis for every environmental issue addressed in the EIR. CONSULTANT shall identify the level of environmental impact associated with any identified policy inconsistencies and provide mitigation as necessary.

CONSULTANT shall evaluate five (5) alternatives meeting the basic objectives of the proposed project in addition to the "No Project" alternative. CONSULTANT shall evaluate each alternative per CEQA Guidelines and standards. Previous alternatives considered by AGENCY shall serve as the basis for the selection of alternatives to be addressed (e.g., Alternatives 1-4 and 6 addressed in the Calleguas Creek and Somis Drain Levee Rehabilitation Project Pre-Design Study [HDR, March 2021]). It is acknowledged that 1 or more of the 5 alternatives from the Pre-Design Study may be addressed at a cursory level of detail as "alternatives considered by rejected" due to infeasibility, to be determined in consultation with AGENCY staff.

*Deliverables*

- CONSULTANT shall provide electronic versions of the Administrative Draft EIR (original and revised) in Word and PDF to AGENCY, and six (6) hard copies and one (1) electronic copy of the Draft EIR in Word and PDF to AGENCY.

**Final EIR.** CONSULTANT shall respond to public comments received on the Draft EIR (DEIR) and shall prepare responses to comments for inclusion in the Final EIR (FEIR). Where necessary, CONSULTANT shall provide revisions to the text of the EIR using ~~strikeout~~ for deleted text and underline for new text. CONSULTANT shall be responsible for distribution of the FEIR. Given the unpredictable nature of comment letters that may be received (with regard to volume and content), CONSULTANT'S effort for responses to comments will be limited to a maximum of 40 hours.

*Deliverables*

- CONSULTANT shall provide one (1) electronic draft memorandum/letter containing proposed responses to public comments to AGENCY in Word. CONSULTANT shall provide one (1) revised response to comments document including revisions as required by AGENCY electronically to AGENCY. CONSULTANT shall provide to AGENCY six (6) hard copies and one (1) electronic copy of

the FEIR in Word and PDF incorporating revisions in response to AGENCY comments. CONSULTANT shall provide proof of distribution to all parties on the required distribution list to AGENCY.

**Findings/Statement of Overriding Considerations.** CONSULTANT shall prepare CEQA Findings/Statement of Overriding Considerations for the project.

*Deliverables*

- CONSULTANT shall provide electronic versions of the CEQA Findings/Statement of Overriding Considerations in Word and PDF format to AGENCY.

**Notices.** CONSULTANT shall prepare the Notice of Preparation (NOP) of an EIR, Notice of Intent (NOI), Notice of Completion (NOC) of an EIR, and Notice of Determination (NOD) for AGENCY review and use. CONSULTANT shall also distribute copies of the draft environmental document and appropriate notices to the State Clearinghouse via CEQA Submit, other responsible public agencies, and interested parties per the State CEQA Guidelines (specifically Article 7).

*Deliverables*

- CONSULTANT shall provide electronic versions of the draft and final Notices in Word and PDF format to AGENCY. CONSULTANT shall provide AGENCY with a list and proof of all mailings for the administrative record.

**Mitigation Monitoring and Reporting Program (MMRP).** CONSULTANT shall prepare an MMRP to be included in the FEIR, pursuant to Section 21081.6 of the PRC and CCR Section 15097. The draft MMRP shall be submitted to AGENCY for review and comment. CONSULTANT shall prepare a final MMRP that incorporates any revisions as required by AGENCY.

*Deliverables*

- CONSULTANT shall provide one (1) electronic copy of the draft MMRP and revised final MMRP in Word and PDF to AGENCY.

**Task 4 – Special Studies and Support**

**Visual Renderings.** CONSULTANT (using the services of subconsultant Richard Johnson, Visual Simulations Specialist) shall prepare up to four (4) photosimulations for inclusion in the EIR for the project. CONSULTANT shall coordinate with AGENCY to determine the appropriate viewpoint locations (Key Views) for the photosimulations. CONSULTANT shall schedule site reconnaissance and take professional photographs. CONSULTANT shall utilize a Nikon D1X digital camera; photographs shall be used in electronic (jpg) format. Photograph locations shall be documented by CONSULTANT with global positioning system (GPS) technology. CONSULTANT shall take and use up to four photographs to simulate the proposed finished project and provide a comparison between the pre-project and post-project conditions.

CONSULTANT shall prepare one (1) three-dimensional (3D) computer model shall simulate the project from up to four (4) Key Views. CONSULTANT shall model site topography, flood control components, paving, and landscape at a level of detail that includes vegetation removal, topographic changes, exposed earth, and other significant objects. CONSULTANT shall mask the simulated models onto the site photography described above. CONSULTANT shall color and texture all modeled objects utilizing advanced mapping techniques such as decals, transparency, and reflective maps. CONSULTANT shall use all available resources to create a depiction of the subject that is as close to photorealism as possible. This includes multiple light sources, shadows, and other creative techniques. CONSULTANT shall superimpose the rendered subject into the photograph(s) utilizing masking techniques that blend the two together seamlessly. CONSULTANT shall superimpose other items such as landscaping, trees, cars, and people as necessary to achieve realism.

*Deliverables*

- CONSULTANT shall provide one electronic (JPG image) copy (in draft and final form) and one PDF (in final form) of up to four (4) photosimulations to AGENCY.

**Biological Resources Assessment (BRA).** To support preparation of the EIR, CONSULTANT shall conduct a current database review and field surveys of the project site and prepare a technical report. The

BRA shall present results of current database reviews, field surveys, and focused protocol surveys, evaluate potential impacts to special-status biological resources, and present measures to avoid and minimize project impacts in accordance with CEQA. CONSULTANT shall include the review and analysis of Ventura County's locally important species in this task. CONSULTANT shall also evaluate potential impacts to burrowing owl and other potential California Department of Fish and Wildlife (CDFW) and locally covered species in the BRA. These species are not federally-listed species and would not be included in preparation of a Biological Assessment (described below).

*Deliverables*

- CONSULTANT shall provide one (1) electronic copy each of the draft and final BRA as PDF.

**AB 52 Support Services.** In coordination with AGENCY, CONSULTANT shall draft and send consultation letters, on AGENCY letterhead, to tribes that have requested Assembly Bill (AB) 52 notification. CONSULTANT shall attend up to two (2) virtual meetings and develop the consultation log with supporting documentation (i.e., letters, emails, meeting summaries, and phone conversation summaries) for inclusion in the environmental document. (The consultations are to determine potential project impacts to "tribal cultural resources" as defined in PRC Section 21074 and identify mitigation measures if necessary.) CONSULTANT shall submit outgoing communications to AGENCY for approval prior to CONSULTANT sending them out to agencies, tribal groups, or individuals.

*Deliverables*

- CONSULTANT shall provide consultation log with copies of all documentation associated with tribal consultation to AGENCY (including but not limited to telephone conversation notes, meeting notes, emails, and letters) in Word (when possible) and PDF.

**General Biological Resources, Focused Surveys, and Biological Assessment.** The Biological Study Area to be addressed by CONSULTANT comprises 500 feet beyond the project's temporary impact boundary, including staging and stockpile areas. CONSULTANT shall review existing literature, known regulatory database systems including the California Natural Diversity Database (CNDDB), Consortium of California Herbaria, California Native Plant Society (CNPS), the Ventura County Locally Important Animal and Plant lists, the Ventura County Tree Protection Ordinance, and other relevant published literature of known species ranges and habitat associations.

CONSULTANT shall conduct focused protocol surveys for rare plants, least Bell's vireo, southwestern willow flycatcher, and burrowing owl within and with the potential to be within the biological study area to detect species potentially only identifiable during narrow time frames. CONSULTANT shall map all locations of special status plants, animals, and Ventura County protected trees (up to 20 trees) will be logged using a Trimble Global Positioning System (GPS) and mapped on aerial photography. CONSULTANT shall map and describe plant communities per Sawyer Keeler-Wolfe, with annotations per the Holland classification system.

CONSULTANT shall prepare a Biological Assessment (BA) addressing listed and proposed species and designated and proposed critical habitat and determining whether any such species or habitat are likely to be adversely affected by the project/action in accordance with Code of Federal Regulations, Title 50, Section 402.12 and additional guidance from the United States Army Corps of Engineers (USACE). The BA shall have detail required to support CONSULTANT and AGENCY for the EIR as well as the future regulatory permitting process. CONSULTANT shall conduct focused surveys per United States Fish and Wildlife Service (USFWS) protocols for sensitive bird species (least Bell's vireo, southwestern willow flycatcher) during the critical spring periods in support of the BA. CONSULTANT shall prepare stand-alone reports for rare plants, least Bell's vireo and southwestern willow flycatcher surveys in accordance with federal and/or State permits and guidelines. CONSULTANT shall prepare reports in a format suitable for use in Section 7 consultation. CONSULTANT shall prepare and provide map figures for the BA which can also be used for the EIR and permitting.

*Deliverables*

- CONSULTANT shall provide results of biological surveys in the CEQA EIR as appropriate, including vegetation and species maps, descriptions of methods and findings, and detailed accounting of potential impacts.



- CONSULTANT shall provide an electronic copy of BA (draft and final) in Word and PDF to AGENCY.

**Cultural Resources Study.** CONSULTANT shall complete a Cultural Resources Identification Report for the area of potential effect (APE) to serve as a new baseline study. (The Identification Report is required for CEQA, Section 106 of the National Historic Preservation Act [NHPA], National Environmental Policy Act [NEPA], and USACE 404 permitting compliance.) CONSULTANT shall conduct a South Central Coastal Information Center (SCCIC) records search with ½-mile radius, cultural resources inventory review, and literature/map review for archaeological, ethnographic, historical, and environmental information to identify known cultural resources within and adjacent to the APE. CONSULTANT shall conduct a Native American Heritage Commission (NAHC) Sacred Lands File search to assist the USACE with meeting Native American consultation requirements pursuant to Section 106 of the NHPA. CONSULTANT shall contact the NAHC in Sacramento for a review of the Sacred Lands File to determine if the APE contains any known sacred lands, and a list of Native American contacts who may have concerns about the project within the APE. CONSULTANT shall draft a consultation letter to tribes identified on the NAHC contact list for review and approval by AGENCY. Upon authorization by AGENCY, CONSULTANT shall send the final letter to the identified and approved contacts. CONSULTANT shall follow up on consultation requests with an email and/or phone call to the tribes. CONSULTANT shall contact one historical society for any information or concerns it may have about the project within the APE. CONSULTANT shall conduct an archaeological resources survey to identify the presence or absence of archaeological resources on the surface of the APE. CONSULTANT shall prepare the Cultural Resources Identification Report describing the APE, methods, and results of the cultural resources identification efforts described above, and recommendations or mitigation measures, as applicable.

This task assumes that there are no built environment or archaeological resources within the APE that require recordation or evaluation for inclusion in the National Register of Historic Places or California Register of Historical Resources. It is assumed that the USACE will conduct the Section 106 Native American consultation if requested by tribes.

*Deliverables*

- CONSULTANT shall provide one (1) electronic copy each of the draft and final Cultural Resources Study as a PDF to AGENCY.

**Jurisdictional Boundaries Determination.** CONSULTANT shall conduct a project site visit to perform a formal jurisdictional delineation that shall determine the limits of aquatic features subject to the jurisdiction of the regulatory agencies located within the boundaries of the permanent (and temporary, if any) project footprint. CONSULTANT shall make a determination of the USACE's ordinary high water mark (OHWM) and indicate the existence of any three (3)-parameter wetlands on-site. CONSULTANT shall verify the actual presence or absence of wetlands on-site through the determination of the presence of wetland hydrology, hydrophytic vegetation, and hydric soils in accordance with the September 2008 Regional Supplement to the USACE Wetland Delineation Manual: Arid West Region Version 2.0 (USACE jurisdiction is synonymous with Regional Water Quality Control Board [RWQCB] jurisdiction per Section 401 of the Clean Water Act). CONSULTANT shall identify CDFW jurisdictional areas being on site streambed and active banks, or to the outer drip line of riparian vegetation rooted within the bed and/or bank (if present), pursuant the California Fish and Game Code.

Prior to visiting the project site, CONSULTANT shall conduct a thorough literature review of relevant information that supports the site reconnaissance and report preparation. Sources to be reviewed include, but may not be limited to, topographic maps, soil surveys, historic and current aerial photography, flood and wetland inventory maps, hydrology/climate information, and watershed data. CONSULTANT shall then conduct a thorough investigation on site to identify the limits of aquatic features subject to each regulatory agency jurisdiction.

Once the project site baseline information is obtained, CONSULTANT shall prepare a comprehensive written report documenting and describing on site jurisdictional areas, using previously collected data to the extent practical. CONSULTANT's report shall consist of an Executive Summary and the following sections: 1) Introduction and Setting; 2) Summary of Regulations; 3) Methodology; 4) Results; 5) Conclusions and Recommendations; 6) References; and Appendices, including Wetland Determination Data Forms, Site Photographs, and research data relevant to the study.

Pursuant to agency requirements, CONSULTANT's delineation report shall include figures to enhance the written text and clarify the project, jurisdictional areas, and project impacts. CONSULTANT's figures shall include the following maps: 1) Regional Vicinity; 2) Site Vicinity; 3) Project Site/Site Plans (on aerial); 4) USDA Soils; and 5) Jurisdictional Delineation. CONSULTANT shall prepare the delineation maps at an appropriate scale on a recent aerial photograph to clearly illustrate the information: jurisdictional delineation data collected and processed, each agency's jurisdictional boundaries, and area impacts calculated.

*Deliverables*

- CONSULTANT shall provide mapping compatible with Ventura County Geographic Information Systems (GIS) Department requirements and electronic version of report (draft and final in Word and PDF) to AGENCY.

### **3. Extra Services**

Extra Services are separate from but related to the Basic Services described above. Extra Services shall be performed by CONSULTANT only after being authorized in writing by the Project Manager for AGENCY. AGENCY's written authorization will include a statement of the Extra Services required and time schedule for completion. CONSULTANT's billing and AGENCY's payment for Extra Services shall occur pursuant to Exhibit C.

#### **Optional Task 5 – Conceptual Mitigation Planning**

CONSULTANT shall prepare a Conceptual Mitigation Plan that highlights potential opportunities for mitigation within the local area, both in and around watershed. CONSULTANT's Plan shall describe the Project's impacts as well as potential locations for mitigation. CONSULTANT shall provide AGENCY with potential mitigation opportunities, including rough cost estimates for each opportunity, so the AGENCY can prepare a subsequent specific compensatory mitigation plan.

*Deliverables*

- CONSULTANT shall provide Draft/Final Conceptual Mitigation Plan Technical Memorandum (PDF) to AGENCY.

#### **Optional Task 6 – Regulatory Permitting Support**

CONSULTANT shall provide up to 56 hours of staff time for regulatory support relating to the preparation and/or processing of the regulatory applications through the USACE, RWQCB and CDFW. The processing shall include required correspondence or telephone calls between the reviewing staff related to the permit or points of clarification and coordination with the biological consultant, when necessary.

*Deliverables*

- CONSULTANT shall provide deliverables which may include various components of application packages, such as application forms, figures, narratives, photos; as well as phone calls and meetings at the direction of the AGENCY.

### **4. County Services**

AGENCY will provide or accomplish the following:

1. Full information as to the requirements of the services to be provided by CONSULTANT under the contract.
2. Review documents submitted by CONSULTANT and provide comments, direction, or approval as needed in a timely manner.
3. Coordinate with CONSULTANT regarding location of key views for photosimulations.
4. Topography, site layout, and grading plans in AutoCAD format, in addition to landscape plans (if available) for the purposes of photosimulations.
5. Payment of filing fees, including any CEQA filing fees required by the CDFW.
6. Filing the NOP, NOI, and NOD with the County Clerk's office.

## **Professional Services Contract AE23-050**

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7. Newspaper notices for compliance with CEQA noticing requirements.
8. Complete the AB52 consultation process.
9. Be present at all Tribal Consultations and coordinate/direct CONSULTANT regarding Tribal issues.

End of Exhibit A

**EXHIBIT B - TIME SCHEDULE**

**1. Schedule**

All Work on this contract shall be completed by 12/31/2025.

CONSULTANT shall complete intermediate tasks as follows:

**Task Table**

<b>Task</b>	<b>Description</b>	<b>Due Date</b>
1	Project Management, Meetings and Hearings	12/31/2025
2	CEQA Initial Study	06/30/2024
3	Environmental Impact Report	12/31/2025
4	Special Studies and Support	12/31/2025
5	Optional – Conceptual Mitigation Planning	12/31/2025
6	Optional - Regulatory Permitting Support	12/31/2025

**2. Delays**

If Work cannot be completed by the dates specified in Exhibit B through no fault of CONSULTANT, the fee for the Work not then completed may be adjusted to reflect increases in cost which occur, due to delay, from the date that the Work was required to be complete as specified in Exhibit B until the time the Work can actually be completed. Any payment of an additional fee as described in this paragraph must be authorized by AGENCY with a modification to this contract.

End of Exhibit B



# Professional Services Contract AE23-050

## EXHIBIT C – Fees and Payments

### 1. Compensation Summary

The following summarizes the maximum amount of compensation available to CONSULTANT under this contract. The actual amount of compensation shall be established and paid in accordance with the applicable provisions of the contract including this Exhibit C.

Maximum Fees for Basic Services:	\$358,568.00
Maximum Fees for Extra Services:	\$19,140.00
Maximum Reimbursement for Expenses:	\$34,400.00
Total Amount Not to Exceed:	\$412,108.00

### 2. Fees for Basic Services

AGENCY agrees to pay CONSULTANT the following fees for Basic Services:

☒ an **hourly rate** compensation, for actual hours of Basic Services performed that is based upon the hourly rates set forth in the following Rate Table, which rates shall remain fixed for the duration of the contract, not to exceed the **maximum fee amount of \$412,108**. The maximum fees for the respective tasks identified in Exhibit A as well as the total maximum fee amount are shown in the below Task Table. In no case shall a fee for a specific task exceed that listed below without prior written approval by AGENCY. Rates to be charged are identified in the Rate Table listed below.

Rate Table

Item	Position/Equipment	Unit	Regular <sup>1</sup>	Prevailing <sup>2</sup>	Travel <sup>3</sup>
1	Senior Principal	\$/hr	\$301.00	n/a	No
2	Program Manager	\$/hr	\$248.00	n/a	No
3	Technical Manager	\$/hr	\$201.00	n/a	No
4	Senior Planner	\$/hr	\$186.00	n/a	No
5	Biologist/Archaeologist	\$/hr	\$177.00	n/a	No
6	Senior GIS Analyst	\$/hr	\$160.00	n/a	No
7	Planner	\$/hr	\$164.00	n/a	No
8	Environmental Specialist	\$/hr	\$157.00	n/a	No
9	Planner	\$/hr	\$136.00	n/a	No
10	Administrative	\$/hr	\$75.00	n/a	No

- Notes: 1) The Regular rates shown include all routine general and administrative expenses including but not limited to phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the Rate Table above.
- 2) The Prevailing rates shown include all routine general and administrative expenses including but not limited to phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the Rate Table above.
- 3) The word "Yes" in the Travel column above indicates that reimbursement for travel within Ventura County is authorized for the position described by that item.

Task Table

Task	Description	Maximum Fee
1	Project Management, Meetings and Hearings	\$50,666.00
2	CEQA Initial Study	\$63,217.00
3	Environmental Impact Report	\$104,689.00
4	Special Studies and Support	\$174,396.00

## Professional Services Contract AE23-050

Task	Description	Maximum Fee
Optional 5	Conceptual Mitigation Planning	8,876.00
Optional 6	Regulatory Permitting Support	10,264.00
Total		\$412,108.00

☐ a **fixed fee** compensation, in the lump sum amount of \$ \_\_\_\_\_, for completion of all Basic Services.

### 3. Fees for Extra Services

For Extra Services authorized in writing in advance by AGENCY in accordance with Exhibit A, AGENCY agrees to pay CONSULTANT an **hourly rate** compensation for actual hours of Extra Services performed that is based upon the hourly rates set forth in the Rate Table for Basic Services above or, if none, then based upon the hourly rates set forth in the following Rate Table for Extra Services, which rates shall remain fixed for the duration of the contract, not to exceed the **maximum fee amount of \$19,140.00**.

### 4. Delays

If Work cannot be completed by the dates specified in Exhibit B through no fault of CONSULTANT, the fees for the Work not then completed may be adjusted to reflect increases in cost which occur, due to delay, from the date that the Work was required to be complete as specified in Exhibit B until the time the Work can actually be completed. Any payment of an additional fee as described in this paragraph must be authorized by AGENCY with a written modification to this contract.

### 5. Reimbursable Expenses

CONSULTANT shall be reimbursed a sum for the following reasonable out-of-pocket expenses that are incurred and paid for by CONSULTANT in furtherance of performance of its obligations under this contract, but only to the extent that such expenses are directly related to CONSULTANT's services hereunder and do not exceed the **maximum reimbursable amount of \$34,400.00**:

(i) Outside printing directly related to deliverables but not for internal uses of CONSULTANT or its Subconsultants.

(ii) Reproduction or reprographic costs directly related to deliverables but not for internal uses of CONSULTANT or its Subconsultants. If CONSULTANT provides allowable reprographic services using its own equipment rather than using an outside service, the unit billing rates for such charges must be approved in advance by AGENCY.

(iii) Shipping, overnight mail, postage, messenger, courier and/or delivery services (but not for CONSULTANT's internal communications);

(iv) Only if authorized in writing in advance by AGENCY, reimbursement for business travel for the specific position descriptions so identified in the Rate Tables for Basic Services or Extra Services set forth above. AGENCY shall reimburse CONSULTANT for transportation, lodging, and meal expenses consistent with the policies and amounts approved for County employees as defined by policy number Chapter VII(C)-1, *Reimbursement of Employees County Business Expenses*, in the County's Administrative Policy Manual (latest edition);

(v) Only if authorized in writing in advance by AGENCY, fees and costs for Subconsultant services that are not included in the Rate Tables for Basic Services or Extra Services set forth above.

**Exclusive List.** The list of reimbursable expenses set forth above is the sole and exclusive list of reimbursable expenses that CONSULTANT is entitled to receive.

**Approval Limits.** Any reimbursable expense wherein a single item exceeds \$500 in value, whether purchased or leased, must be approved in writing in advance by AGENCY.

**No Administrative Charge or Mark-Ups.** The reimbursement provided for herein shall not include an administrative charge, multiplier or other mark-up by CONSULTANT unless authorized in writing, in advance, by AGENCY.

**No Reimbursement for Specified Basic Services Paid for by a Fixed Fee.** Notwithstanding the above, expenses related to Basic Services specified in Exhibit B are not reimbursable if CONSULTANT is compensated for Basic Services by a fixed fee.

## **Professional Services Contract AE23-050**

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### **6. Payment**

AGENCY shall make payments to CONSULTANT under the contract as follows:

#### **Requests for Payment**

To request payment, CONSULTANT shall complete and submit to AGENCY a Consultant Services Invoice Form that shall include, at a minimum, (i) personnel time records for Basic Services and Extra Services actually performed at the rates specified in this Exhibit C, or the completed task for which payment of the fixed fee provided for in this Exhibit C is requested, as applicable, and (ii) receipts for all authorized reimbursable expense, along with the written AGENCY authorization for any specific reimbursable expenses requested for payment, if required above.

When invoicing for Extra Services, CONSULTANT shall clearly mark on the Invoice Form which services are Extra Services and keep those services separate from Basic Services and shall include a copy of the written AGENCY authorization for the Extra Services for which payment is requested.

CONSULTANT shall submit all **invoices** to:

[PWA.consultantinvoices@ventura.org](mailto:PWA.consultantinvoices@ventura.org)

#### **Payment Schedule**

Payments shall be made by AGENCY upon presentation of a properly completed AGENCY Invoice Form as described above. Payments based on an hourly rate compensation shall be made monthly.

#### **Timely Invoicing**

Timely invoicing by CONSULTANT is required. Delays in invoicing for services performed increases the management effort required by AGENCY to ensure accurate payments to CONSULTANT and manage project budgets. Accordingly, CONSULTANT shall submit a properly completed invoice no later than 60 calendar days after the services which are the subject of the invoice were performed. An invoice received by AGENCY more than 60 calendar days after the services were performed shall be reduced by 5% to compensate AGENCY for the additional management costs. Additionally, since increases in administrative costs and budgetary problems caused by late invoicing correlate to the length of delay in invoicing, there will be an additional 5% reduction in compensation for each additional 30-calendar-day period beyond 60 days between the date the services were performed and the submission of the invoice for those services.

CONSULTANT shall submit a final invoice form within 60 days of the earliest of the following events: 1) completion and acceptance by AGENCY of all Work required by the contract; or 2) termination of the contract.

End of Exhibit C