

**MEMORANDUM OF AGREEMENT
ROBLES DIVERSION AND FISH PASSAGE FACILITY PRELIMINARY DESIGN
BETWEEN
CASITAS MUNICIPAL WATER DISTRICT
AND
VENTURA COUNTY PUBLIC WORKS WATERSHED PROTECTION DISTRICT
WP-1-2023-04**

THIS AGREEMENT is made and entered into this ____ day of November 2023, by and between the **Casitas Municipal Water District** (herein referred to as “Casitas”), and **Ventura County Watershed Protection District** (hereafter referred to as “District”).

RECITALS

WHEREAS, District is planning to remove the obsolete Matilija Dam as a component of the Matilija Dam Ecosystem Restoration Project (MDERP), a watershed-scale dam removal initiative; and

WHEREAS, Casitas operates the Robles Diversion and Fish Passage Facility (Robles) located 2 river miles downstream from Matilija Dam and the removal of Matilija Dam and the downstream release of reservoir sediment will directly affect the operations of Robles; and

WHEREAS, Casitas and the District have been working cooperatively to address downstream sediment issues at Robles as members of the Robles Working group (RWG), including the selection of a design consultant to develop a preliminary design for structural and operational improvements to address the restored sediment regime from the eventual upstream removal of Matilija Dam to be transported through Robles (PROJECT) as set forth in Contract AE 23-045 (Exhibit 1); and

WHEREAS, Casitas has staff with the knowledge and resources to locate, retrieve and interpret pertinent data, coordinate the installation and operation of monitoring devices and programs, and ability to provide their operational knowledge critical to advancing the Project; and

WHEREAS, Casitas’ estimated staff costs for early support of the PROJECT as shown in the attached Exhibit 2 totals \$63,193.92, which funds are available from State Coastal Conservancy (SCC) grant SC22-006 for project management; and

WHEREAS, District intends to reimburse Casitas’ for expended staff costs upon receipt of invoices and records directly attributable to the PROJECT for the period beginning July 1, 2023 up to the amount shown in Exhibit 2;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, the parties agree as follows:

A. DISTRICT agrees to:

1. Cause the preparation of and manage PROJECT.
2. Reimburse Casitas for staff time directly attributable to PROJECT promptly upon receiving and verifying invoices and records up to the amount shown in Exhibit 2.

B. Casitas agrees to:

1. Provide technical support and services related to locating, retrieving and interpreting pertinent data, coordinate the installation and operation of monitoring devices and programs, and provide operational knowledge critical to advancing the PROJECT.
2. Promptly invoice and provide supporting documentation of staff time directly attributable to the PROJECT.

C. HOLD HARMLESS AND INDEMNIFICATION:

1. CASITAS agrees to indemnify, defend, and hold harmless DISTRICT, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities, or damages of whatever nature arising out of or in connection with, or relating in any manner to any wrongful act or omission of CASITAS, its agents, employees, subcontractors, and employees thereof, pursuant to the performance or non- performance of this AGREEMENT.
2. DISTRICT agrees to indemnify, defend, and hold harmless CASITAS, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities, or damages of whatever nature arising out of or in connection with, or relating in any manner to any wrongful act or omission of DISTRICT, its agents, employees,

subcontractors, and employees thereof, pursuant to the performance or non- performance of this AGREEMENT.

- D. ENTIRE AGREEMENT. This AGREEMENT contains the entire agreement of the Parties hereto with respect to the matters contained herein, and supersedes any prior agreement or understanding, oral or written. This AGREEMENT may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment.
- E. ASSIGNMENT. This AGREEMENT may not be assigned by either Party without the written consent of the other, which consent shall not be unreasonably withheld, and any assignment without such written consent shall be void.
- F. NOTICES. All notices must be given in writing, delivered in person, by telecopier, commercial courier, or registered or certified mail. All notices will be deemed given on the date personally delivered or transmitted by telecopy, or 24 hours after delivery to any commercial courier for overnight delivery, or 48 hours after deposit into the United States Mail. Notices must be addressed to the Parties at the following addresses, unless timely changed by a written notice delivered to the other Party.

TO DISTRICT:

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

800 South Victoria

Avenue Ventura, CA

93009-1600 Attention:

Glenn Shephard

Director

Ph: (805) 654-2040

TO CASITAS:

CASITAS MUNICIPAL WATER DISTRICT

1055 Ventura Ave

Oak View, CA, 93022

Attention: Mike Flood

Casitas Municipal Water District Manager

Ph: (805) 649-2251

- G. INTERPRETATION. This AGREEMENT will be construed under the laws of the State of California, and will not be strictly construed for or against either Party as a result of their joint preparation of this AGREEMENT.
- H. NO IMPLIED AGENCY. No Party to this AGREEMENT is the agent of the other Party and nothing in this AGREEMENT may be construed as permitting or authorizing either Party to this AGREEMENT to act in any capacity as an agent of the other. Furthermore, nothing in this AGREEMENT may be construed as creating a partnership or joint venture between the Parties. Notwithstanding the foregoing, the Parties acknowledge that they are undertaking the PROJECT for their mutual benefit, and the Parties agree to execute such further agreements and documents and take such further actions as may be reasonably necessary to implement this AGREEMENT.
- I. NO THIRD-PARTY BENEFICIARY. Except as expressly set forth herein, this AGREEMENT is not intended to benefit any person or entity not a party hereto.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this AGREEMENT, which shall be effective on the date last signed below.

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

Dated:

Jeff Pratt, Director
Public Works Agency

CASITAS MUNICIPAL WATER DISTRICT

Dated:

Mike Flood, Manager
Casitas Municipal Water District

ATTEST:

Central Services
Joan Araujo, Director

Engineering Services
Christopher Cooper, Director

Roads & Transportation
Christopher Kurgan, Director

Water & Sanitation
Joseph Pope, Director

Watershed Protection
Glenn Shephard, Director

May 24th, 2023

Northwest Hydraulic Consultants, Inc.
80 S. Lake Avenue, Suite 800
Pasadena, CA 91101

Attn: Ed Wallace

Subject: Transmittal of the Notice to Proceed and Signed Contract for:
Robles Diversion Facility Preliminary Design
AE Number: 23-045

Attached is a copy of your executed contract for subject project. This letter will also serve as your Notice to Proceed. Ensure you review the terms of your contract paying attention to the project schedule in Exhibit B.

Contact the Project Manager, Kirk Norman, at 654-2017 on all matters relating to this project. In accordance with the contract all billings should be emailed to PWA.consultantinvoices@ventura.org.

All invoices requiring payment must be accompanied by a signed copy of the Consultant Services Invoice Form attached. If your payment is based on hourly rates, then personnel time records must also be submitted with your form.

If you have any questions, please contact Karen Goodman at (805) 477-7284 or karen.goodman@ventura.org.

Sincerely,



Christopher E. Cooper
Director Engineering Services

CEC:kng



PROFESSIONAL SERVICES CONTRACT AE23-045

with Northwest Hydraulic Consultants, Inc.

Robles Diversion Facility Preliminary Design (Project No: P6081926/P6081924)

This contract is made and entered into this 25th day of April 2023 by and between the Ventura County Watershed Protection District, hereinafter referred to as AGENCY, and Northwest Hydraulic Consultants, 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, number 32301.

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, that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT or its principals, officers, employees, agents or Subconsultants in the performance of this contract. This indemnity provision does not apply to Third Party Claims arising from the sole negligence or willful misconduct of Indemnitee or to the extent caused by the active negligence of Indemnitee. CONSULTANT is not responsible for costs of defense that exceeds its proportionate percentage of fault and to the extent CONSULTANT paid costs of defense in excess of its proportionate percentage of fault before such percentage was determined, it is entitled to reimbursement in accordance with Civil Code section 2782.8, subdivision (a). 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 \$2,000,000.00 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.

PROFESSIONAL SERVICES CONTRACT AE23-045

- 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:

Northwest Hydraulic Consultants, Inc.


Signature


ERIK R ROWLAND, PRESIDENT
Print Name and Title


Signature

Brady McDaniel, Principal/Branch Manager
Print Name and Title

AGENCY:

Ventura County Watershed Protection District


Public Works Director or
Deputy Purchasing Agent
DEC 5/24

91-1113093

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:

CONSULTANT shall develop, evaluate, and advance alternative improvements to the Robles Diversion Facility (Robles) that enhance volitional fish passage across a wide range of flow conditions; facilitate natural sediment transport through and/or around the Robles Facility; improve water supply reliability for fish passage and water diversions when hydrologic and permit conditions allow; and address flood risks at the Robles Facility and for the adjacent Meiners Oaks community.

CONSULTANT shall identify, refine, and develop alternatives that address the project objectives for review by the design team, describe sources of risk and uncertainty among the alternatives and the extent to which risk and uncertainty may be addressed in technical studies, conduct technical studies, and analyses of viable alternatives performance including concept development plans for comparing alternatives performance, cost, and operations and maintenance requirements, and deliver a draft and final alternatives Analysis Report with findings and recommendations.

The alternatives development, selection, and design work for the Robles Diversion Facility and Meiners Oak Flood Protection is part of the Matilija Dam Ecosystem Restoration Project and will be used to mitigate potential dam removal impacts by addressing water supply, endangered steelhead trout passage, sediment transport, and local flood protection in the alternatives analyses.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1 – Alternatives Review and Evaluation Plan

Task 1.1 Data Review and Evaluation, and Kick-off Meeting

CONSULTANT shall review, update, and organize the available data (on a share site) and create a brief summary of the Robles History and process to date. This history shall be gathered from available materials provided by the Robles Working Group (RWG) design team, comprised of the U.S. Bureau of Reclamation (USBR), Casitas Municipal Water District (CMWD), National Marine Fisheries Service (NMFS) and others. This document shall provide a common perspective of the current starting place for the work.

CONSULTANT shall conduct a kick-off meeting with the AGENCY and key stakeholders involved in and affected by improvements at Robles including USBR, CMWD, NMFS, Resource Legacy Fund (RLF), and others to review general project objectives and initiate the project.

Task 1.2 Initial Stakeholder Outreach

CONSULTANT shall summarize and edit the alternatives and recommendations from previous work for discussion with the RWG at the beginning of this task. This information will be used to get further input on alternatives recommended for advancement and solicit any input on potentially modifying or eliminating options.

CONSULTANT shall conduct one-on-one in-person meetings interviews with key stakeholders using a scripted interview process to assess the goals, objectives, and perspectives from each organization relevant to evaluating and implementing a solution for the Robles Diversion. CONSULTANT shall conduct up to ten separate interviews in person.

The interviews shall ascertain the desired objectives, perspectives, and views on alternatives to assess the information needed for decision-making and developing a decision plan for the design team. The meetings shall be confidential in nature and content attributions will not be shared outside of each meeting.

Following completion of the interviews, CONSULTANT shall develop a summary document and presentation to share with the design team that presents themes and recommendations for the decision process, and information and communications protocols to aid alternatives evaluation and selection.

CONSULTANT shall develop a draft set of objectives for the design team to consider, refine, and process to consensus agreement. This information will be shared and discussed during Design Meeting #1 in Task 1.3.

CONSULTANT shall identify the key topics and uncertainties that need to be addressed and provide a brief description of how these can be assessed through analysis.

Task 1.3 Site Visit and Design Meeting #1

CONSULTANT shall conduct an in-person site visit followed by RWG Mtg #1. This meeting will kick-off this project phase with the design team, gain understanding and support for the process and timeline, and establish a common platform for alternatives analysis.

CONSULTANT shall present findings from the interviews, previous work, findings on the alternatives, and key comments to share and discuss the potential alternatives which may have evolved since previous work was completed. The findings and stakeholders' comments from previous work will be discussed to assess which alternatives are viable for advancing to Task 2.

CONSULTANT shall frame alternatives around working draft design objectives and alternatives evaluation criteria based on this meeting. CONSULTANT shall work with the design team to develop the evaluation criteria for items such as design attributes, cost, operations and maintenance, uncertainties and unknowns, performance parameters, and other parameters important to the design team. The meeting's purpose is to develop support for an alternatives analysis process and framework that enables the CONSULTANT to advance analysis tasks and development of an Alternatives Evaluation Plan.

Task 1.4 Alternatives Update, Draft Evaluation Criteria, and Workshop #1

CONSULTANT shall update the alternatives based on input from Design Mtg #1 and draft evaluation criteria as a framework to discuss and narrow alternatives, to identify data gaps and study needs, and to identify secondary criteria that are determined to be important, given the available data.

CONSULTANT shall describe sources of uncertainty and risk and the extent to which these can be addressed in technical studies, develop an assessment of which alternatives best meet the draft objectives, refine the alternatives descriptions, and define the associated studies needed to advance their evaluation.

Based on this process, the CONSULTANT shall develop elements of a draft Alternatives Evaluation Plan for discussion at Workshop # 1.

CONSULTANT shall present its findings at Workshop # 1, lead the discussion on design objectives for each alternative, key topics, and uncertainties to be addressed, technical analysis and studies needed for each alternative, and potential Alternatives Evaluation Criteria. CONSULTANT shall guide the discussion in Workshop # 1 to achieve consensus on the alternatives to be advanced and the process for evaluating the alternatives in a decision-making framework.

CONSULTANT shall identify where technical studies are not expected to sufficiently address uncertainty or answer stakeholder questions, and the design team will determine if this eliminates alternatives or if a modification to alternatives is warranted.

CONSULTANT shall allow for alternative selection decision making to occur at different stages of the evaluation process to narrow the range of alternatives, as appropriate.

Task 1.5 Draft and Final Alternatives Evaluation Plan

CONSULTANT shall prepare the Draft Alternatives Evaluation Plan based on input from Workshop #1. CONSULTANT shall Schedule Design Meeting #2 following release of the Draft Alternatives Evaluation Plan and prior to the due date for comments. CONSULTANT shall utilize Design Meeting #2 to answer questions and build consensus around the Alternatives Evaluation Plan. CONSULTANT shall ensure the design team has the opportunity to review and develop consensus on the technical analyses needed to support decision-making prior to initiation of major analysis tasks.

Following Meeting #2, and receipt of comments on the draft plan, CONSULTANT shall conduct a review meeting with AGENCY (Task 1.6) and prepare a final Alternatives Evaluation Plan.

Task 1.6. Project Management, Progress and Coordination Meetings

CONSULTANT shall conduct regular progress meetings with AGENCY and other invited stakeholders. Progress meetings for this task shall include meetings prior to design team presentations, and as necessary to provide updates on work progress or address questions regarding technical analysis or project management. Progress meetings (total of 7) shall occur in Task-1.1 (prior to Kickoff Meeting); Task 1.2 (following compilation of interview results and prior to Design Meeting #1); Task 1.4 (one to review progress and one in preparation for Workshop #1); and Task 1.5 (one in preparation for Design Meeting #2 and one for review of the draft AEP).

CONSULTANT shall conduct project team coordination meetings that occur regularly on approximately two-week intervals to coordinate work between team members.

Task 1 Deliverables

- Digital Reference Library
- Kickoff Meeting Notes
- Facilitation and Decision Support Plan for design team
- Draft interview summary document and presentation
- Key topics/uncertainties summary
- Workshop #1 Notes
- Draft Alternatives Evaluation Plan
- Final Alternatives Evaluation Plan
- Mtg #2 Presentation and Notes
- Progress Meeting Agendas and Notes

Task 2. Alternatives Refinement and Evaluation

Task 2.1 Alternatives Refinement and Summary

CONSULTANT shall develop the hydraulic design of up to four alternatives to a level of design that provides sizes, slopes, and other characteristics to be used in technical and sediment modeling of the alternatives. The designs will look at performance for diversions, sediment management, and fish passage.

CONSULTANT shall prepare conceptual plan view layouts, profiles, and typical sections to assist in description of the alternatives. All alternatives shall be advanced to a level suitable for initiation of modeling and technical analysis and preliminary hydraulic design will be completed to size facilities and select material types.

CONSULTANT shall prepare a short narrative and summary tables to describe the basis of design for each alternative and prepare a summary comparison of pros and cons based on the design objectives and evaluation criteria developed in Task-1.

Consultant shall present the refined alternatives to the design team (Design Meeting #3) and provide an opportunity for review input and discussion prior to commencing more detailed analysis. Results of this meeting will also be used to refine the modeling plans (operational and hydraulic/sediment transport) for each alternative.

Following Design Meeting #3, Consultant shall check-in with design team members to obtain additional feedback, questions, concerns, or information needs. CONSULTANT shall share this information with the rest of the design team including any follow-ups and adjustments to work planning made as appropriate.

Task 2.2 Operational Modeling

CONSULTANT shall develop operational information and modeling to assess how alternatives will perform through a season or series of events to gain an understanding of the relationship between diversion capability, sediment management, and fish passage. This shall include the development of a simple operational model based on an understanding of existing CMWD operations and used to consider potential operational scenarios to improve diversion reliability, sediment management, and fish passage. The operational model shall be used interactively with hydraulic and sediment transport models to assess alternative performance on flow splits to the diversion, sluices, bypasses, and fish passage pathways under

varying river flows and sediment management operations.

CONSULTANT shall run the model for multiple hydrographs to understand the potential time dependent effects of operational criteria for the alternatives on diversion yield and to test the sensitivity of diversion yield or other key parameters to different operational criteria or assumptions.

CONSULTANT shall use the model to help guide the identification of additional hydraulic and sediment transport analysis necessary to support decision making and reduce uncertainty in results. CONSULTANT shall run a second round of operational modeling after the analysis is updated prior to or concurrently with Task-2.3.

Task 2.3 Hydraulic, Sediment, and Fish Passage Analysis

CONSULTANT shall undertake the appropriate level of modeling for the recommended alternatives and utilize the findings from those studies to update the operational model to better quantify impacts to objectives and long-term maintenance and other costs to support the alternatives analysis. Analysis in this task shall focus on 2D hydraulic and sediment transport modeling. The analysis will utilize the updated 2D modelling of the Ventura River used in the Matilija Dam Ecosystem Restoration Project (MDERP) that includes sand transport and modified boundary conditions, and available topography.

The 2D models for alternatives shall be run in quasi-steady state to represent performance through a limited range of flows and operating scenarios. The model shall calculate flow splits, water levels, velocities, and shear stresses, and will be used to develop rating curves for project features. These results shall be used in the operational model to assess diversion yield and flow splits through an operational season and/ or selected storm hydrographs. The modeling in this phase will be extended far enough upstream and downstream to provide an initial assessment of hydraulics and sediment transport for the entire reach and a comparison of flood risk at Meiners Oaks for each of the alternatives. Alternatives for channel re-grading and channel alignment for the reach downstream of Robles through Meiners Oaks shall be included for all alternatives. These extents shall be used to examine the potential impact of a right or left bank bypass on sediment transport and flooding, including at the existing fish ladder entrance location. As part of this work, CONSULTANT shall use a 2D model of the existing facility as the baseline for comparison of alternative performance.

The sediment transport models in the vicinity of the Robles Facility shall use existing or ongoing regional models from the MDERP 65% design to establish boundary conditions and shall be run for representative hydrographs and a limited number of operating scenarios. The sediment transport modeling shall focus on potential depositional or erosional trends in the project area for the alternative configurations, and the ability of the alternatives to pass post-Matilija Dam removal sediment loads through the system under high flow conditions. Modifications to the regional model will be used to refine estimated depositional patterns and time dependent processes in the vicinity of the diversion under post-Matilija Dam removal conditions.

CONSULTANT shall conduct additional hydraulic modeling to assess performance of rock ramps or chutes for fish passage flows under a range of fish passage design flows.

CONSULTANT shall schedule Design Meeting #4 when preliminary analyses of results are available for all alternatives. A summary of alternative performance shall be prepared for review with the design team. CONSULTANT shall use Design Meeting #4 to solicit feedback on analyses and results obtained to date and guide adjustments to alternatives and additional analysis in Task 2-4.

Task 2.4. Additional Refinements and Analysis

CONSULTANT shall refine alternatives based on design team comments following Task 2.3 and prepare revised layouts for up to two alternatives developed in Task 2.1 by adjusting width, elevation, and/or orientation of proposed facilities. CONSULTANT shall prepare, execute, and analyze up to two local Computational Fluid Dynamic (CFD) models to refine hydraulics of key aspects of the designs for one geometry and up to three flowrates. CONSULTANT shall conduct Design Meeting #5 to review revised layouts and additional analysis results.

Task 2.5 Alternatives Analysis Report and Workshop #2

The CONSULTANT shall evaluate alternative performance based on the criteria established in Task-1 to

include hydraulic, sediment, and fish passage performance based on the modeling analysis, operations and maintenance ease and cost, probable construction cost, environmental and permitting factors, and implementation considerations. CONSULTANT shall prepare the Opinion of Probable Construction Cost (OPCC) using rough estimates of quantities for key construction types and features, unit costs based on regional information, and guidelines or allowances for project features not yet defined at the conceptual level. The OPCC will be an order of magnitude estimate commensurate with the preliminary nature of the design.

CONSULTANT shall assess operations and maintenance requirements for each alternative based on modeling results, estimate the variability of hydrologic conditions and uncertainty related to sediment loads and performance, and summarize expected life cycle costs for the alternatives, including capital and operations and maintenance costs.

CONSULTANT shall prepare a draft Alternatives Analysis Report with findings and recommendations for the preferred alternative (or alternatives) to be carried forward into Phases B and C. The alternatives development process and the results of technical analyses will be described. CONSULTANT shall describe the alternatives evaluation in the text and summarize it in tabular form and characterize the uncertainties in the evaluation.

CONSULTANT shall conduct Workshop #2 to build consensus around the draft Alternatives Analysis Report and the selected preferred alternative(s). Workshop #2 shall be held after the draft alternatives analysis report is released but prior to the due date for comments. CONSULTANT shall use this workshop to present the Alternatives Analysis Report and engage with the design team to discuss the basis for the draft evaluation, facilitate decision-making, and consider the path forward.

After receipt of consolidated comments, CONSULTANT shall compile a comment-response summary for review with AGENCY. After review with AGENCY, (Task 2.7), the CONSULTANT shall prepare a Final Alternatives Analysis Report with findings and recommendations for the preferred alternative(s) to be carried forward into Phases B and C, incorporating and addressing written comments. CONSULTANT shall conduct Design Meeting #6 to resolve comments from the draft report, if any, prior to completion of the final report.

Task 2.6. Monitoring

CONSULTANT shall develop recommendations for placement of additional monitoring equipment at the Robles Diversion to initiate data collection to help inform future modeling, design, and operations recommending equipment designed to provide real-time and recorded information on sediment levels and suspended sediment transport. CONSULTANT shall review options such as the use of LISST-ABS (Suspended Sediment Concentration) Systems, Radar Gages, Snow Pillows (for measuring deposition of material) and Data Loggers with CMWD and AGENCY and develop instrumentation layouts and equipment specifications; acquire instruments, communications equipment, and appurtenances; conduct initial testing and data review; and assess data series as they become available. CONSULTANT shall lead the installation of equipment with assistance from CMWD and instrumentation will tie into existing power supplies provided by CMWD. This task will cover mutually agreed to equipment, installation, monitoring, maintenance, and removal based on initial conversations for the proposed plan.

CONSULTANT shall collect information relevant to analysis, design, and operations (dependent on the timing of installation and hydrologic conditions after installation), for use in verification of models in the current phase of work as available and for use in future design phases.

Task 2.7. Project Management, Progress and Coordination Meetings

CONSULTANT shall conduct regular progress meetings with AGENCY and the design team. Progress meetings shall include one meeting in Task 2.1 prior to Design Meeting #3, two meetings in Task 2.3 (one interim meeting and one meeting to review Task 2.2 and Task 2.3 results prior to Design Meeting #4), one meeting in Task 2.4 prior to Design Meeting #5, one meeting in Task 2.5 prior to Workshop #2, and one draft report comments review meeting to resolve comments from the draft report prior to completion of the final report.

CONSULTANT shall also conduct team coordination meetings regularly on approximately two-week intervals to coordinate work between team members.

Task 2 Deliverables

- Refined concept layout drawings for alternatives
- Basis of design summary
- Summary comparison of alternatives – pros, cons, uncertainties
- Design Meeting #3 Presentation and Notes
- Simulation summaries for baseline and 4 alternatives
- Sensitivity summary
- Preliminary Hydraulic, Sediment, and Fish Passage Summary Memorandum
- Design Meeting #4 Presentations and Notes
- Additional Modeling Summary Memorandum
- Design Meeting #5 Presentations and Notes
- Draft Alternatives Analysis Report
- Workshop #2 Presentations and Notes
- Comment-response summary
- Final Alternatives Analysis Report
- Design Meeting #6 Presentation and Notes
- Monitoring plan
- Equipment List, Procurement, Installation, monitoring, maintenance, and removal.
- Progress Meeting Agendas and Notes
- Coordination Meeting Agendas and Notes

Task 3. Meiners Oaks Flood Protection

Task 3.1 Meiners Oaks Preliminary Flood Risk Improvement Alternatives Assessment

CONSULTANT shall provide a preliminary assessment of the impacts of the Robles alternatives on flooding to the downstream Meiners Oaks reach. In this task the CONSULTANT shall complete initial conceptual analysis at Meiners Oaks looking at the potential impact of the preferred Robles Diversion Alternatives. The Meiners Oaks area will be incorporated into the hydraulic and sediment transport modeling for the Robles Diversion alternatives. In this task the CONSULTANT shall complete additional hydraulic analysis if required to identify conceptual flood protection alternatives at Meiners Oaks that are compatible with the Robles Diversion alternatives. This analysis will include some basic variations on topography through the Meiners Oaks area. The CONSULTANT shall develop a brief technical memorandum discussing these alternatives and next steps for the alternatives analysis and supporting studies. CONSULTANT shall present the results of the study in design Mtg #7. Comments provided by the design team on the draft document shall be incorporated in a final memorandum.

Task 3 Deliverables

Draft Preliminary Meiners Oaks Flood Risk Memorandum
Final Preliminary Meiners Oaks Flood Risk Memorandum
Design Meeting #7 Presentation and Notes

Task 4. Phase B Robles 10% Design and Alternatives Selection

Final Scope TBD

Task 5. Phase C Meiners Oaks Flood Protection Technical Studies and 10% Design

Final Scope TBD

Task 6. Phase D Robles and Meiners Oaks 30% Designs

Final Scope TBD

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.

4. County Services

AGENCY will provide or accomplish the following:

1. Contract administration, overall project management and technical review for the entirety of the project. This will include maintaining coordination and attending meetings with CONSULTANT, agencies, and stakeholders.
2. Provide full information as to the requirements of the WORK.
3. Review documents submitted by CONSULTANT and provide comments, direction, or approval as needed in a timely manner.
4. All available information and results of previous studies, analyses, etc. to be used for the project.

End of Exhibit A

EXHIBIT B - TIME SCHEDULE

1. Schedule

All Work on this contract shall be completed by 12/31/2024.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
	Phase A, Robles Alternatives Refinement	
1	Alternatives Review and Evaluation Plan	
1.1	Data Review and Evaluation, and Kick-off Meeting	10/01/2023
1.2	Initial Stakeholder Outreach	10/01/2023
1.3	Site Visit and Design Meeting #1	10/01/2023
1.4	Alternatives Update, Draft Evaluation Criteria, and Workshop #1	10/01/2023
1.5	Draft and Final Alternatives Evaluation Plan	10/01/2023
1.6	Project Management, Progress and Coordination Meetings	10/01/2023
2	Alternatives Refinement and Evaluation	
2.1	Alternatives Refinement and Summary	10/1/2024
2.2	Operational Modeling	10/1/2024
2.3	Hydraulic, Sediment, and Fish Passage Analysis	10/1/2024
2.4	Additional Refinements and Analysis	10/1/2024
2.5	Alternatives Analysis Report and Workshop #2	10/1/2024
2.6	Monitoring	10/1/2024
2.7	Project Management, Progress and Coordination Meetings	10/1/2024
3	Meiners Oaks Flood Protection	
3.1	Meiners Oaks Preliminary Flood Risk Improvement Alternatives Assessment	10/1/2024
4	Phase B Robles 10% Design and Alternatives Selection	TBD
5	Phase C Meiners Oaks Flood Protection Technical Studies and 10% Design	TBD
6	Phase D Robles and Meiners Oaks 30% Designs	TBD

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 AE23-045

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:	\$1,456,000.00
Maximum Fees for Extra Services:	\$0.00
Maximum Reimbursement for Expenses:	\$0.00
Total Amount Not to Exceed:	\$1,456,000.00

2. Fees For Basic Services

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

☒ a **fixed fee** compensation, in the lump sum amount of **\$1,456,000**, for completion of all Basic Services.

Task Table

Task	Description	Lump Sum
1	Alternatives Review and Evaluation Plan	
1.1	Data Review and Evaluation, and Kick-off Meeting	\$29,000
1.2	Initial Stakeholder Outreach	\$49,000
1.3	Site Visit and Design Meeting #1	\$43,000
1.4	Alternatives Update, Draft Evaluation Criteria, and Workshop #1	\$63,000
1.5	Draft and Final Alternatives Evaluation Plan	\$59,000
1.6	Project Management and Progress and Coordination Meetings	\$57,000
2	Alternatives Refinement and Evaluation	
2.1	Alternatives Refinement and Summary	\$98,000
2.2	Operational Modeling	\$114,000
2.3	Hydraulic, Sediment, and Fish Passage Analysis	\$388,000
2.4	Additional Refinements and Analysis	\$133,000
2.5	Alternatives Analysis Report and Workshop #2	\$118,000
2.6	Monitoring	\$100,000
2.7	Project Management and Progress and Coordination Meetings	\$125,000
3	Meiners Oaks Flood Protection	
3.1	Meiners Oaks Preliminary Flood Risk Improvement Alternatives Assessment	\$80,000
4	Phase B Robles 10% Design and Alternatives Selection	TBD
5	Phase C Meiners Oaks Flood Protection Technical Studies and 10% Design	TBD
6	Phase D Robles and Meiners Oaks 30% Design Studies	TBD
	Total	\$1,456,000

Professional Services Contract AE23-045

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 \$0.00**

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 \$0.00**:

(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 AGENCY employees as defined by policy number Chapter VII(C)-1, *Reimbursement of Employees AGENCY Business Expenses*, in the AGENCY'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 C are not reimbursable if CONSULTANT is compensated for Basic Services by a fixed fee.

6. Payment

Professional Services Contract AE23-045

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 if 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 or 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:

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

Payment Schedule

Payments shall be made monthly by AGENCY upon presentation of a properly completed AGENCY Invoice Form as described above. Upon approval of the invoice, AGENCY shall pay CONSULTANT 95% of the maximum fee for the specific task/milestone. Upon completion and acceptance by AGENCY of the task/milestone, AGENCY shall pay CONSULTANT the balance of the fee.

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

CMWD MOA Exhibit 2

CASITAS MUICIPAL WATER DISTRICT				
STAFF TIME ESTIMATE 7/1/23 TO 12/31/23				
STAFF	HOURS/MONTH	# MONTHS	FULLY BURDENED RATE	SUBTOTAL
ARANDA	24	6	\$ 136.42	\$ 19,644.48
LEWIS	24	6	\$ 109.56	\$ 15,776.64
FLOOD	8	6	\$ 159.96	\$ 7,678.08
DYER	8	6	\$ 147.52	\$ 7,080.96
SHIELDS	8	6	\$ 133.02	\$ 6,384.96
GIBSON	16	6	\$ 69.05	\$ 6,628.80
			TOTAL	\$ 63,193.92

KEY TASKS:

PROGRESS MEETINGS WITH NHC
 REVIEW OF NHC DELIVERABLES
 SITE VISIT(S) TO ROBLES FACILITY
 RESEARCH/RESPONDING TO DATA REQUESTS
 PARTICIPATION IN RWG PROGRESS MEETINGS
 REVIEW RWG DELIVERABLES RELATED TO ROBLES
 RESPONDING TO GENERAL QUESTIONS FROM NHC AND RWG
 PREPARE AND PRESENT PRESENTATIONS TO RWG AND NHC