

**PROFESSIONAL SERVICES CONTRACT BETWEEN THE FOX CANYON GROUNDWATER
MANAGEMENT AGENCY AND DUDEK, FOR PROFESSIONAL CONSULTING SERVICES TO
PREPARE THE LAS POSAS BASIN 2025 BASIN OPTIMIZATION YIELD STUDY**

This contract is made and entered into this 23th day of October 2024, by and between the Fox Canyon Groundwater Management Agency, hereinafter referred to as AGENCY, and DUDEK, hereinafter referred to as CONSULTANT regarding CONSULTANT's performance of the work and services described in Exhibit A hereto (the "Work"). In consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Work; Standard of Performance

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

2. Time Schedule

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

3. Fees and Payments

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

4. Termination

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

5. Right to Review

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

6. Correction of Work

If any Work performed by CONSULTANT does not conform to the requirements and professional standards of this contract, AGENCY may require CONSULTANT to correct the Work until it conforms to said requirements and standards at no additional cost to AGENCY. AGENCY may withhold payment for disputed Work until CONSULTANT correctly performs the Work or the dispute is otherwise resolved in

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accordance with this contract. When the Work to be performed is of such a nature that CONSULTANT cannot correct its performance, AGENCY may reduce the CONSULTANT's compensation to reflect the reduced value of the Work received by AGENCY. If CONSULTANT fails to promptly re-perform the Work, AGENCY may have the Work performed by a third party in conformance with the requirements and professional standards of this contract and charge CONSULTANT, or withhold from payments due CONSULTANT, any costs AGENCY incurs that are directly related to the performance of the corrective work. AGENCY shall not unreasonably withhold or reduce payment for CONSULTANT's Work under this section.

7. Sub consulting

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

8. Independent Contractor

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

9. Duty of Loyalty; Conflicts of Interest

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

10. Defense and Indemnification

CONSULTANT shall defend, indemnify, and save harmless the AGENCY, including all of its boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitee"), against

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any and all claims, lawsuits, judgments, debts, demands and liabilities that arise out of, pertain to, or relate to, and to the extent caused by, the negligence, recklessness or willful misconduct of CONSULTANT or its officers, employees, agents or Sub consultants in the performance of this contract. This indemnity provision does not apply to liability, damages or other loss arising from the sole negligence or willful misconduct of Indemnitee, or to the extent caused by the active negligence of Indemnitee.

11. Insurance Requirements

- a. Without limiting CONSULTANT's duty to defend and indemnify AGENCY as required herein, CONSULTANT shall, at CONSULTANT's sole cost and expense and throughout the term of this contract and any extensions hereof, carry one or more insurance policies that provide at least the following minimum coverage:
 - i. Commercial General Liability insurance shall provide a minimum of \$100,000.00 coverage for each occurrence and \$200,000.00 in general aggregate coverage.
 - ii. Automobile Liability insurance shall provide a minimum of either a combined single limit (CSL) of \$1,000,000.00 for each accident or all of the following: \$250,000.00 bodily injury (BI) per person, and \$500,000.00 bodily injury per accident, and \$100,000.00 property damage (PD). Automobile Liability insurance is not required if the CONSULTANT does no traveling in performing the Work.
 - iii. Workers' Compensation insurance in full compliance with California statutory requirements for all employees of CONSULTANT in the minimum amount of \$1,000,000.00. This Workers' Compensation insurance requirement may only be waived by AGENCY in writing if CONSULTANT is a sole proprietor with no employees and CONSULTANT provides AGENCY with evidence of such before commencing any work under the contract.
- b. With respect to any coverage written on a "claims made" basis, CONSULTANT shall maintain such policy for two years after the term of this contract and such policy shall allow for reporting of circumstances or incidents that may give rise to future claims.
- c. CONSULTANT shall notify AGENCY immediately if CONSULTANT's general aggregate of insurance is exceeded by valid litigated claims in which case additional levels of insurance must be obtained to maintain the above-stated requirements. All required insurance shall be written by a financially responsible company or companies authorized to do business in the State of California.
- d. The Commercial General Liability and Automobile Liability policies shall contain the following provisions or endorsements: The County of Ventura, AGENCY, and their respective officials, employees, and agents shall be named as additional insureds ("Additional Insureds"). All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. Coverage shall apply separately to each insured, except with respect to the limits of liability, and an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds. AGENCY shall be notified by the insurance company or companies within 3 working days of cancellation or substantial modification of the policy.
- e. CONSULTANT hereby waives all rights of subrogation against AGENCY, the County of Ventura, all special districts governed by the Board of Supervisors, and each of their boards, directors, employees and agents for losses arising directly or indirectly from the activities or Work under this contract. The Commercial General Liability, Automobile Liability and Workers' Compensation policies shall contain a provision or endorsement needed to implement CONSULTANT's waiver of these rights of subrogation.

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- 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.

12. Claims and Disputes

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

13. Compliance with Laws and Regulations; Permits and Licenses

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

14. Prevailing Wage Requirements

Certain Work to be performed under this contract may be considered “public works” subject to Labor Code Division 2, Part 7, Chapter 1, section 1720 et seq.’s prevailing wage, apprenticeship and other labor requirements. CONSULTANT is solely responsible for determining whether the Work, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). AGENCY has obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with Ventura County Public Works Agency

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and are available upon request. CONSULTANT is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). CONSULTANT acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Work, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner).

15. Work Product

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

16. Miscellaneous

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

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

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

- c. No modification, waiver, amendment or discharge of this contract shall be valid unless the same is in writing and signed by duly authorized representatives of both parties.
- d. This contract is for the professional services of CONSULTANT and is non-assignable without prior written consent by AGENCY.
- e. Nothing contained herein shall create a contractual relationship with, or a cause of action in favor of, a third party against either CONSULTANT or AGENCY.

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- f. Time limits stated herein are of the essence. CONSULTANT is relieved from meeting the time limits due to delays outside its control.
- g. This contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California, and any action, suit, arbitration or other proceeding thereon shall be subject to venue in Ventura County, California.

CONSULTANT:

Dudek

AGENCY:

Fox Canyon Groundwater Management Agency

Signature

Signature

Print Name and Title

Arne Anselm
Interim Executive Officer

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EXHIBIT A - SCOPE OF WORK AND SERVICES

**PROFESSIONAL SERVICES CONTRACT BETWEEN THE FOX CANYON GROUNDWATER
MANAGEMENT AGENCY AND DUDEK FOR PROFESSIONAL CONSULTING SERVICES TO
PREPARE THE LAS POSAS BASIN 2025 BASIN OPTIMIZATION YIELD STUDY**

1. Overview of Project and Services

The AGENCY has engaged CONSULTANT to provide professional consulting services to aid AGENCY in preparing the Las Posas Valley Basin 2025 Basin Optimization Yield Study.

2. Scope of Services

CONSULTANT shall provide the following services and work to AGENCY as detailed in CONSULTANT's October 10, 2024, proposal:

Task 1 - Model Scenario Development

The Judgment requires development of a Basin Optimization Plan that defines the suite of projects that are likely to be “practical, reasonable, and cost-effective to implement prior to 2040 to maintain the Operating Yield at 40,000 AFY or as close thereto as achievable” (Section 5.3.2.2 of the Judgment). The Judgment requires that FCGMA prepare an initial draft of the Basin Optimization Plan that will include project details (e.g. schedules, costs, feasibility, etc.), a project prioritization schedule, and a schedule for the Basin Optimization Projects to be evaluated, scoped, designed, financed, and developed (Section 5.3.2.4 and 5.3.2.5 of the Judgment). The Basin Optimization Plan has not been adopted by the Watermaster Board. To facilitate efficient development of the BOY Study, Dudek will use the project feasibility and implementation timelines in the draft Basin Optimization Plan to prepare a proposed suite of projects for inclusion in the BOY Study. As needed and appropriate, Dudek will coordinate with FCGMA and individual project proponents to define the project implementation details required for modeling, such as proposed in lieu and recycled water delivery recipients, conditions amenable to stormwater diversion along the Arroyo Las Posas, and timelines/conditions favorable for using Calleguas facilities for LPVB replenishment.

- The model scenario will only include projects identified in the draft Basin Optimization Plan that are “practical, reasonable, and cost-effective to implement prior to 2040”.
- Prior to performing any modeling simulations, Dudek will present the proposed model scenarios and BOY Study project suite at one TAC meeting.
- TAC recommendations on alterations to the model scenarios will be requested in a written recommendation report to be submitted to the Watermaster within 14 days of the Dudek presentation at the TAC meeting.
- After completing the modeling for Baseline and Projects scenarios, Dudek will discuss the model results, proposed methods for developing alternative pumping scenarios, and proposed methods for estimating the Basin Optimization Yield using the numerical model results at one TAC meeting.
- TAC recommendations on the model results, proposed methods for developing alternative pumping scenarios, and proposed methods for estimating the Basin Optimization Yield will be requested in a written recommendation report to be submitted to the Watermaster within 14 days of the Dudek presentation at the TAC meeting.

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- The costs associated with TAC consultation are accounted for in Task 6, Committee Meetings.
- If individual project proponents do not respond to a request for additional information on project implementation details Dudek will use professional judgment to develop the project scenario.

Deliverables:

- Matrix, in either Microsoft Excel or PDF form, that relates the proposed model scenarios, proposed Basin Optimization Projects considered for the numerical modeling, and the party responsible to conduct the Project modeling (i.e., Dudek or United Water Conservation District).

Task 2 – East Las Posas Management Area (ELPMA) Numerical Modeling

2.1 Baseline Scenario

Following development of the BOY Study project suite, Dudek will develop a baseline scenario that simulates groundwater conditions in the ELPMA through water year 2069. To remain consistent with the GSP, the baseline scenario will use the hydrologic period from 1930-1979, modified by DWR's 2070 central tendency climate change factors. Groundwater withdrawals in the baseline model scenario will be set equal to the allocations in the Groundwater Allocation Schedule prepared in accordance with the Water Rights Holders in the ELPMA. The baseline model scenario will not include projects identified in the Basin Optimization Plan. Using the simulation results from the baseline scenario, Dudek will develop groundwater budgets, calculate the change in groundwater in storage, and compare groundwater levels at key wells to the minimum thresholds and measurable objectives in the ELPMA to characterize future groundwater conditions in the absence of implementing new projects.

- The Baseline scenario will be modeled using the existing version of the numerical groundwater flow model of the ELPMA (CMWD 2018). This model is currently being used for development of the 2025 LPVB GSP Update.
- Baseline modeling will not include model validation, re-calibration, or uncertainty quantification.
- Well by well extraction rates will be defined using the allocations in the Groundwater Allocation schedule prepared in accordance with the Water Rights Holders in the ELPMA.
- Dudek will present the completed modeling results for both the Baseline and Projects scenarios at one TAC meeting.
- TAC recommendations on the completed model results for the Baseline and Projects scenarios will be requested in a written recommendation report to be submitted to the Watermaster within 14 days of the Dudek presentation at the TAC meeting.
- The costs associated with TAC consultation are accounted for in Task 6, Committee Meetings.

Deliverables:

- Baseline scenario input and output files.

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- Tabulated monthly and annual groundwater budgets for the ELPMA and Epworth Gravels Management Area.
- Simulated groundwater elevation hydrographs for all key wells in the ELPMA and Epworth Gravels Management Area, provided in Microsoft Excel format.

2.2 Projects Scenario

Following completion of the Baseline model scenario, Dudek will develop a Projects scenario that integrates Basin Optimization Projects that are “practical, reasonable, and cost-effective to implement prior to 2040” and identified in the draft Basin Optimization Plan. Dudek will simulate operation of the Basin Optimization Projects according to the schedules and scales defined in the draft Basin Optimization Plan. To evaluate the benefits of implementing basin optimization projects, the Projects model scenario will use the same hydrology and groundwater pumping as the Baseline model scenario. Using the simulation results from the Projects scenario, Dudek will develop groundwater budgets, calculate the change in groundwater in storage, and compare groundwater levels at key wells to the minimum thresholds and measurable objectives in the ELPMA to characterize future groundwater conditions. Dudek will compare these model results to the Baseline scenario results to provide a quantitative estimate of Basin Optimization Project benefits.

- The Project Model Scenario will be modeled using the existing version of the numerical groundwater flow model of the ELPMA (CMWD 2018). This model is currently being used for development of the 2025 LPVB GSP Periodic Evaluation.
- Baseline modeling will not include model validation, re-calibration, or uncertainty quantification.
- Well by well extraction rates will be defined using the allocations in the Groundwater Allocation Schedule prepared in accordance with the Water Rights Holders in the ELPMA.
- Dudek will present the completed modeling results for both the Baseline and Projects scenarios at one TAC meeting.
- TAC recommendations on the completed model results for the Baseline and Projects scenarios will be requested in a written recommendation report to be submitted to the Watermaster within 14 days of the Dudek presentation at the TAC meeting.
- The costs associated with TAC consultation are accounted for in Task 6, Committee Meetings.

Deliverables:

- Projects scenario input and output files.
- Tabulated monthly and annual groundwater budgets for the ELPMA and Epworth Gravels Management Area.
- Simulated groundwater elevation hydrographs for all key wells in the ELPMA and Epworth Gravels Management Area, provided in Microsoft Excel format.

2.3 Alternative Pumping Scenarios and Rampdown Rate

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If the Basin Optimization Projects do not avoid undesirable results in the ELPMA, Dudek will perform up to three (3) additional scenarios to define a groundwater production rate that avoids undesirable results. For these scenarios, Dudek will uniformly reduce groundwater extractions across the ELPMA until undesirable results are avoided. These model runs will incorporate the same Basin Optimization Projects as the Projects scenario. Dudek has not included scope and budget to simulate localized restrictions on extractions within the ELPMA, as defined in section 4.10.3 of the Judgement. If the BOY is lower than 40,000 AFY, Dudek will calculate the Rampdown Rate in accordance with Section 4.10.1.4 of the Judgement.

Assumptions:

- The alternative pumping scenarios will be modeled using the existing version of the numerical groundwater flow model of the ELPMA (CMWD 2018). This model is currently being used for development of the 2025 LPVB GSP Periodic Evaluation. The alternative pumping scenarios modeling will not include model validation, re-calibration, or uncertainty quantification.
- Well by well extraction rates will be defined using the allocation schedule set forth in Exhibit C and the Protocols and Formulas to Determine Allocations in Exhibit D of the Judgement.
- Alternative pumping scenarios will not include localized restrictions on extractions within the ELPMA.
- Results from the alternative pumping scenarios will not undergo PAC and/or TAC review until committee review of the draft BOY Study.

Deliverables:

- Alternative Pumping scenario input and output files.
- Tabulated monthly and annual groundwater budgets for the ELPMA and Epworth Gravels Management Area.
- Simulated groundwater elevation hydrographs for all key wells in the ELPMA and Epworth Gravels Management Area, provided in Microsoft Excel format.
- Spreadsheet(s) documenting Rampdown Rate calculations.

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Task 3 – WLPMA Modeling Coordination

This task consists of scope and budget to attend up to five (5) coordination calls, develop up to five (5) pumping scenarios, and analyze up to five (5) sets of numerical model outputs provided by UWCD for incorporation into the BOY Study.

- All numerical modeling for the WLPMA will be performed by UWCD using the same version of the Ventura Regional Groundwater Flow Model that is being used to support preparation of the 2025 GSP Updates for the Oxnard Subbasin, Pleasant Valley Basin, and LPVB.
- The WLPMA modeling will not include model validation, re-calibration, or uncertainty quantification.
- Well by well extraction rates will be defined using the allocation schedule set forth in Exhibit C and the Protocols and Formulas to Determine Allocations in Exhibit D of the Judgement in accordance with the Water Rights Holders in the WLPMA.
- Alternative pumping scenarios will not include localized restrictions on extractions within the WLPMA.

Deliverables:

- Attendance at coordination calls.
- Meeting summaries / notes from coordination calls.
- Excel spreadsheets with summary analyses based on UWCD numerical model results.
- Simulated groundwater elevation hydrographs for all key wells in the WLPMA.
- Spreadsheet(s) documenting Rampdown Rate calculations.

Task 4 – Draft and Final Basin Optimization Yield Study

Dudek will summarize results from the numerical modeling in the draft BOY Study. Dudek will prepare one (1) draft BOY Study and, pursuant to the Judgment, provide the draft to the PAC and TAC for review and comment. Dudek will, as appropriate and in consultation with FCGMA, revise the draft BOY Study based on feedback from the PAC and TAC. The revised draft BOY Study will be provided to the Watermaster Board for review and discussion. Dudek will prepare the final BOY Study based on feedback provided by the Watermaster Board and will submit a final BOY Study for approval by Watermaster Board meeting.

- Dudek will provide electronic copies of the draft BOY Study to the PAC and TAC.
- The draft BOY Study will undergo one (1) round of internal review by FCGMA staff, one (1) round of external review by the LPVB PAC and TAC, and one (1) round of external review by Watermaster Board.
- The PAC will provide one (1) redline edit version of the draft BOY study with all PAC member comments collected for Dudek to review.
- The TAC will provide one (1) redline edit version of the draft BOY study with all TAC member comments collected for Dudek to review.

Deliverables:

- One (1) draft BOY study for internal review by FCGMA staff. One (1) redlined version of the draft BOY study documenting revisions based on FCGMA staff comments.

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- One (1) draft BOY study for external TAC and PAC review. One (1) redlined version of the draft BOY study documenting revisions based on TAC and PAC comments.
- One (1) draft BOY study for external review by Watermaster Board. One (1) redlined version of the draft BOY study documenting revisions, as necessary, based on Watermaster Board comments.
- One (1) final BOY study for adoption by Watermaster Board.

Task 5 – Watermaster Recommendation Response Report

The Judgment requires that the draft BOY Study scope of work and draft BOY Study be provided to the PAC and TAC for formal review and comment. The PAC and TAC may provide the Watermaster with recommendation reports for both the BOY Study scope of work and BOY Study that shall be presented to the Watermaster Board. Prior to presenting the recommendations to the Board, Watermaster staff may prepare formal response reports that document responses to the PAC and TAC recommendations. Dudek has included time and budget to support the Watermaster staff in the development of response reports for both the draft scope of work and BOY Study. The time and budget provided is based on Dudek's professional judgement. If PAC and TAC comments vary greatly from our estimate, we will discuss options for addressing these comments with FCGMA staff. If Dudek and staff agree that the time budgeted below is insufficient to address the comments, Dudek will prepare a revised budget for Watermaster approval detailing the additional work required to adequately respond to the comments.

Assumptions:

Dudek will prepare one (1) draft response report for the BOY study scope of work recommendation report and one (1) draft response report for the BOY Study recommendation report. Each draft response report will be provided to FCGMA for one (1) round of internal review.

- Dudek will, as appropriate and in consultation with FCGMA staff, revise the draft response reports and provide the Watermaster with one (1) electronic copy for consideration during review of the BOY Study scope of work and BOY Study report

Deliverables:

- One (1) draft response report for the BOY study scope of work recommendation report and one (1) draft response report for the BOY Study recommendation report for internal review by FCGMA staff. One (1) redlined version of each response report documenting revisions based on FCGMA staff comments.
- One (1) final response report, in electronic form, for the BOY Study scope of Work and one (1) final response report, in electronic form, for the BOY Study recommendation report.

Task 6 – Committee Meetings

The Judgment requires that the BOY Study be developed in consultation with the PAC and TAC and approved by the Watermaster Board. To support these coordination efforts, Dudek has included time to prepare for and attend both in-person and virtual meetings to discuss the

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development of the BOY Study with the TAC4 and Watermaster Board. Under this task Dudek will prepare for and attend up to seven (7) meetings according to the following schedule:

Meeting No.	Committee	Type
1	Review of Baseline and Projects modeling assumptions	Technical Advisory Committee
2	Review of Modeling Approach and Discussion of Recommendation Reports	Watermaster Board
3	Review of Baseline and Projects modeling results and assumptions for alternative pumping scenarios	Technical Advisory Committee
4	Draft Study	Watermaster Board
5	Recommendations on the Draft Study	Technical Advisory Committee
6	Recommendations on the Draft Study	Watermaster Board
7	Adoption of the BOY Study	Watermaster Board

Deliverables:

- Attendance at TAC and Board Meetings.
- Presentation materials for each TAC and Board Meeting attended.

Task 7 – Project Management

The BOY Study will be developed over a 10-month time frame (Table 2). To facilitate efficient development of the BOY Study, Dudek has included scope and budget for biweekly (every other week) coordination calls with FCGMA staff, and general project management activities.

Deliverables:

- Draft agendas delivered prior to each coordination call.
- Attendance at coordination calls.
- Monthly status reports and invoices.

[End of Exhibit A]

PROFESSIONAL SERVICES CONTRACT
BETWEEN DUDEK AND FCGMA
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EXHIBIT B - TIME SCHEDULE

**PROFESSIONAL SERVICES CONTRACT BETWEEN THE FOX CANYON GROUNDWATER
MANAGEMENT AGENCY AND DUDEK FOR PROFESSIONAL CONSULTING SERVICES TO
PREPARE THE LAS POSAS BASIN 2025 BASIN OPTIMIZATION YIELD STUDY**

1. Schedule

Notwithstanding Section 2 (Term) of the Contract, all Work to be performed by CONSULTANT on this Contract shall be completed **by October 10, 2025**.

CONSULTANT shall complete tasks as follows:

Task	Schedule
Task 1 Model Scenario Development	1/6/2025
Task 2 – ELPMA Modeling	-
Task 2.1 – Baseline Scenario	2/28/2025
Task 2.2 – Projects Scenario	2/28/2025
Task 2.3 – Alternative Pumping Scenarios and Rampdown Rate	5/10/2025
Task 3 – WLPMA Model Coordination	5/10/2025
Task 4 – Draft and Final Basin Optimization Yield Study	6/2/2025 (Draft) 9/3/2025 (Final)
Task 5 – Watermaster Recommendation Reports	10/23/2024 to 8/27/2025
Task 6 – Committee Meetings	10/23/2024 to 9/24/2025
Task 7 – Project Management	10/23/2024 to 9/24/2025

- This schedule assumes that the modeling for the Basin Optimization Yield study will begin after the draft Basin Optimization Plan is complete. Dudek anticipates that the draft Basin Optimization Plan will be completed by December 9, 2024, which would facilitate preparation of the draft Basin Optimization Yield study by June 2025. If the draft Basin Optimization Plan is not prepared in this timeframe, Dudek will coordinate with FCGMA to prepare a revised schedule with committee consultation.
- Preparation of the complete draft Basin Optimization Plan assumes timely consultation and responses from project proponents.
- This schedule assumes that TAC will prepare recommendation reports for the Watermaster within fourteen (14) days of receiving presentation on: (i) the Model Scenario Development

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approach, and (ii) the results from the Baseline and Projects scenarios and approach for simulating Alternative Pumping scenarios.

- This schedule assumes that TAC and PAC will submit their respective recommendation report on the BOY Study to the Watermaster no later than August 11, 2025 (70 days after receiving the draft). If the response reports from TAC and PAC are received after August 11, 2025 Dudek cannot guarantee that the final BOY Study will be available by September 10, 2025 for incorporation into the Watermaster Board packet.
- This schedule additionally assumes that the numerical modeling performed by UWCD will be completed in coordination with FCGMA and Dudek over a five (5) month time frame, with the Baseline and Projects Scenarios completed by 2/7/2025 and the Alternative Pumping Scenarios completed by 4/19/2025. Dudek will work with FCGMA and UWCD to facilitate this. Dudek does not assume any responsibility for delays to UWCD modeling deliverables resulting from changes in UWCD staffing needs and schedules.
- In the event that the numerical modeling cannot be performed within this time frame, Dudek will coordinate with FCGMA to prepare a revised schedule with committee consultation.

2. Delays

If all work under this contract 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 payments of additional fee as described in this paragraph must be authorized by AGENCY with a modification to this contract.

[End of Exhibit B]

Item 24B – Dudek Professional Services Contract and Exhibits A, B, and C

**PROFESSIONAL SERVICES CONTRACT
BETWEEN DUDEK AND FCGMA
[OCTOBER 23, 2024]
EXHIBITS**

EXHIBIT C – Fees and Payments

**PROFESSIONAL SERVICES CONTRACT BETWEEN THE FOX CANYON GROUNDWATER
MANAGEMENT AGENCY AND DUDEK FOR PROFESSIONAL CONSULTING SERVICES
TO PREPARE THE LAS POSAS BASIN 2025 BASIN OPTIMIZATION YIELD STUDY**

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: **\$ 212,500**

Total Amount Not to Exceed: **\$ 212,500**

2. Fees for Basic Services

AGENCY agrees to pay CONSULTANT the following fees for the performance of 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 schedule, which rates shall remain fixed for the duration of the contract, not to exceed the **maximum fee amount of the Contract of \$ 212,500**. 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 the AGENCY. Rates to be charged are identified in the Rate Table listed below.

Rate Table

<u>Item</u>	<u>Position/Equipment</u>	<u>Unit</u>	<u>Rate</u>
1	Principal Hydrogeologist III / Eng. III – Jill Weinberger	Hr.	\$320
2	Senior Hydrogeologist V / Eng. V – Trevor Jones	Hr.	\$275
3	Senior Hydrogeologist II/ Eng. II – Laura Minuto	Hr.	\$245
4	Project Hydrogeologist III / Eng. III – Sharllyn Pimentel	Hr.	\$205
5	Project Hydrogeologist II / Eng. II – Samira Ismaili	Hr.	\$195

Dudek may integrate additional staff into this project, with prior approval from FCGMA. The billing rates for those staff will be based on the 2024 Schedule of Charges included in the October 10, 2024, proposal submitted to FCGMA. Inclusion of additional staff will not change the not-to-exceed contract amount of \$212,500.00.

Task Table

Task	Description	Maximum Fee
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Item 24B – Dudek Professional Services Contract and Exhibits A, B, and C

**PROFESSIONAL SERVICES CONTRACT
BETWEEN DUDEK AND FCGMA
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1	Model Scenario Development	\$7,555
2.1	Baseline Model Scenario	\$20,020
2.2	Projects Model Scenario	\$21,400
2.3	Alternative Pumping Model Scenario	\$13,590
3	WLPMA Modeling Coordination	\$14,420
4	Draft and Final Basin Optimization Yield Study Report	\$43,320
5	Watermaster Response Reports	\$34,950
6	Committee Meetings	\$33,715
7	Project Management and Coordination	\$23,530
		\$212,500

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 payments of such additional fees must be authorized by AGENCY with a written modification to this contract.

5. Payment

Pursuant to Section 4 of the Contract, AGENCY shall make payments to CONSULTANT as follows:

Requests for Payment

Each request for payment shall include: (i) personnel time records for Basic Services at the rates specified in this Exhibit C if applicable; (ii) receipts for all authorized reimbursable expense, along with the written AGENCY authorization for any specific reimbursable expenses requested for payment if required above.

CONSULTANT shall submit all requests for payment to:

Fox Canyon Groundwater Management AGENCY
800 South Victoria Avenue, L#1610
Ventura, CA 93009-1670
FCGMA@ventura.org

Payment Schedule

Payments shall be made monthly by AGENCY upon presentation of a properly completed AGENCY claim form that has been approved by AGENCY.

Timely Invoicing

Item 24B – Dudek Professional Services Contract and Exhibits A, B, and C

**PROFESSIONAL SERVICES CONTRACT
BETWEEN DUDEK AND FCGMA
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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 request payment for services no later than 30 calendar days after the date that the services were performed.

CONSULTANT shall submit a final invoice within 30 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]