
PROFESSIONAL SERVICES CONTRACT AE19-042

with Pivot Engineers, PLLC

RC Channels Rehabilitation Prioritization

(Project No: P6086053)

This contract is made and entered into this 23rd day of July 2019, by and between the County of Ventura, hereinafter referred to as AGENCY, and Pivot Engineers, PLLC, 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 60194.

In consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Work; Standard of Performance

AGENCY hereby retains CONSULTANT to perform the Work described in Exhibit A hereto. The Work shall be performed in accordance with the terms and conditions of this contract and the County of Ventura Public Works Agency Consultant's Guide to Ventura County Procedures ("Guide") as amended from time to time, which is on file in the office of the Public Works Agency, and which by reference is made a part hereof. This contract shall take precedence over the Guide in case of conflicting provisions; otherwise they shall be interpreted together. In performing the Work CONSULTANT shall exercise the degree of skill and care customarily exercised by professionals in the State of California when providing similar services with respect to similarly complex work and projects.

2. Time Schedule

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

3. Fees and Payments

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

4. Termination

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

5. Right to Review

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

6. Work Product

On completion or termination of the contract, AGENCY shall be entitled to immediate possession of, and CONSULTANT shall promptly furnish, on request, all reports, drawings, designs, computations, plans, specifications, correspondence, data and other work product prepared or gathered by CONSULTANT

arising out of or related to the Work (collectively, "Work Product"). AGENCY has a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and authorize others to use, Work Product for government purposes. CONSULTANT may retain copies of the Work Product for its files. Work Product prepared by CONSULTANT pursuant to this contract shall not be modified by AGENCY unless CONSULTANT's name, signatures and professional seals are completely deleted. CONSULTANT shall not be responsible for any liabilities to AGENCY for the use of such Work Product that is modified by persons other than CONSULTANT. CONSULTANT is authorized to place the following statement on the drawings, specifications and other Work Product prepared pursuant to this contract:

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

7. Errors and Omissions

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

8. Correction of Work

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

9. Subconsulting

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

10. Independent Contractor

a. No Employment Relationship. CONSULTANT is an independent contractor, and no relationship of employer and employee is created by this contract. Neither CONSULTANT nor any of the persons performing services for CONSULTANT pursuant to this contract, whether said person be a principal, member, partner, officer, employee, agent, volunteer, associate, Subconsultant or otherwise of CONSULTANT, will have any claim under this contract or otherwise against AGENCY for any salary,

wages, sick leave, vacation pay, retirement, social security, workers' compensation, disability, unemployment insurance, federal, state or local taxes, or other compensation, benefits or taxes of any kind. AGENCY is not required to make any deductions from the compensation payable to CONSULTANT under the provisions of this contract. CONSULTANT shall be solely responsible for self-employment Social Security taxes, income taxes and any other taxes levied against self-employed persons. CONSULTANT does not assign such obligation to AGENCY for collection or administration except as may be required by federal and state law.

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

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

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

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

11. Duty of Loyalty; Conflicts of Interest

- a. CONSULTANT owes AGENCY a duty of undivided loyalty in performing the Work under this contract, including the obligation to refrain from having economic interests and participating in activities that conflict with AGENCY's interests with respect to the Work and subject project. CONSULTANT shall take reasonable measures to ensure that CONSULTANT and its principals, officers, employees, agents and Subconsultants do not possess a financial conflict of interest with respect to the Work and subject project. CONSULTANT shall promptly inform AGENCY of any matter that could reasonably be interpreted as creating a conflict of interest for CONSULTANT with respect to the Work and subject project. This section is not intended to modify the standard of performance as set forth in Section 1.

- b. CONSULTANT acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that principals, officers, employees and agents of consultants retained by a public agency may be deemed "public officials" subject to the Act if they make or advise AGENCY on decisions or actions to be taken by AGENCY. To the extent AGENCY determines that the Act applies to CONSULTANT or its principals, officers, employees or agents, each designated person shall abide by the Act, including the requirement for public officials to prepare and file statements disclosing specified economic interests, as directed by AGENCY. In addition, CONSULTANT acknowledges and shall abide by the contractual conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- c. During the term of this contract CONSULTANT shall not employ or compensate AGENCY's current employees.

12. Defense and Indemnification

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

13. Insurance Requirements

- a. Without limiting CONSULTANT's duty to defend and indemnify AGENCY as required herein, CONSULTANT shall, at CONSULTANT's sole cost and expense and throughout the term of this contract and any extensions hereof, carry one or more insurance policies that provide at least the following minimum coverage:
 - i. Commercial general liability insurance shall provide a minimum of \$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 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) Facsimile where receipt is confirmed.
 - (3) Courier where receipt is confirmed.
 - (4) 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.

- 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

PROFESSIONAL SERVICES CONTRACT 19-042

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:
Pivot Engineers, PLLC

AGENCY:
County of Ventura

Signature

Public Works Director or
Deputy Purchasing Agent

Print Name and Title

Signature

Print Name and Title

47-2204461

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 provide expert structural engineering services in order to review all available and pertinent documents; meet and coordinate with the AGENCY; perform coarse observations and refined testing; recommend and report; develop a ranking methodology and rank and prioritize the maintenance, repair, or replacement of the AGENCY's reinforced concrete (RC) rectangular channel inventory.

The RC Channel Rehabilitation Prioritization consists of providing the above-mentioned services in order to rank and prioritize the 24 most structurally deficient RC channels from the AGENCY's RC rectangular channel inventory as well as to provide general repair guidance and recommendations for different potential channel failures.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

TASK 1 – PROJECT START

Task 1.1 – Project Organization

CONSULTANT shall perform review of all available documents including construction documents, information already gathered by the AGENCY in the Operations and Maintenance Division's (O&M) Baseline Workbook, and any other relevant documentation, to establish expected conditions and identify potential susceptible features within the channels listed in the O&M RC rectangular channel inventory.

In conjunction with the document review, CONSULTANT shall create a detailed plan for the field work phases described in the subsequent Contract tasks. CONSULTANT shall rely upon the O&M Baseline Workbook as well as information and direction provided by the AGENCY to guide the selection of locations and RC rectangular channels to perform the refined investigation.

Task 1.2 – Project Kick-off Meeting

CONSULTANT shall coordinate and conduct a Project Kick-off Meeting with their SUBCONSULTANTS and the AGENCY to be held at the AGENCY's office to go over the scope of services, task schedule, project objectives, and coordinate the work and solicit AGENCY input. In addition, CONSULTANT shall perform a preliminary site visit to visually examine select locations of RC rectangular channels during the Project Kick-off Meeting trip to assist in the planning of the field work and coordinate any information within the O&M Baseline Workbook that needs to be reviewed, clarified, or supplemented. Travel expenses such as flights, lodging, meals, and car rental are included in this task for the CONSULTANT and SUBCONSULTANT team members.

Task 1. Deliverables:

1. Electronic copies of schedules of the detailed plan for the field work phases.
2. Electronic copies of Project Kick-off Meeting agenda and draft and final minutes between CONSULTANT, SUBCONSULTANTS, and AGENCY, as well as all notes, e-mails, and minutes of internal meetings and discussions between CONSULTANT and their SUBCONSULTANTS relative to Task 1.

TASK 2 – COARSE OBSERVATIONS

The O&M Baseline Workbook indicates that 40 of the 167 channels, representing approximately 10% of the total RC rectangular channel length, do not have available construction documents. Thus, CONSULTANT shall provide coarse observations which shall consist of field work to determine the key

structural properties of these 40 RC rectangular channels. These key structural properties shall include, at a minimum, determining the wall height, wall thickness, area of steel reinforcement, and reinforcement cover in order to develop the ranking methodology and prioritize the RC rectangular channels.

The scope of the coarse observations shall include investigation planning and field investigation using nondestructive testing methods as described in the following sections.

Task 2.1 – Investigation Planning

CONSULTANT shall make preparations for the coarse observations field investigation and shall coordinate with the AGENCY as needed.

Coarse observations shall be made at locations spaced at a maximum of 1,000 feet apart along every RC rectangular channel segment for which key structural properties are missing from the O&M Baseline Workbook and are not able to be determined through other available information. For RC rectangular channels less than 1,000 feet long, coarse observations shall be performed at only one location; however, CONSULTANT shall walk the entire RC rectangular channel to look for evidence of differences in construction along the length and shall perform coarse observations at additional locations as necessary to capture all key structural information.

Task 2.2 – Investigation, Coarse Observations

At each location for the coarse observations, CONSULTANT shall perform the following nondestructive testing:

- a) Scan with surface ground penetrating radar (GPR) to identify the reinforcement spacing, approximate the concrete cover, and estimate the wall thickness of relatively thin elements;
- b) Use a pachometer to estimate the reinforcing bar size; and
- c) Conduct impact-echo testing to estimate the wall thickness of relatively thicker elements.

While performing the coarse observations, CONSULTANT shall note visual observations of the condition of the RC rectangular channels such as typical crack patterns or spall locations, visible corrosion staining, and construction joint conditions. CONSULTANT shall process all collected data. This information shall be incorporated into the development of the ranking methodology, and these observations shall serve as a basis for developing forms and assessment tools for future use by the AGENCY.

CONSULTANT shall work in two teams of two members each to complete the coarse observations in approximately one week. Travel expenses such as flights, lodging, meals, and car rentals are included in this task. In addition, related testing equipment, materials testing, and all other costs associated with Task 2 are included in this task.

Task 2. Deliverables:

1. Electronic copies of all coarse observations from Task 2.1, and photographs, field notes, and nondestructive test method results of all Coarse Observations described in Task 2.2.

TASK 3 – REFINED TESTING

CONSULTANT shall provide refined testing services, which shall include investigation planning, field investigation using nondestructive and destructive testing methods and material sampling in the field, laboratory material testing of collected samples, and the processing of data collected during the field work. The results of the refined testing, along with the coarse observations performed in Task 2 and other information, shall be used to prioritize the rehabilitation of the RC rectangular channel segments included in the refined testing and to develop the ranking methodology. The refined testing shall include most or all the following methods: corrosion testing, nondestructive testing, observation openings, and material sampling.

Task 3.1 Investigation Planning

CONSULTANT shall make preparations for the refined testing field investigations and shall coordinate with the AGENCY as needed. Specific RC rectangular channels and locations for performing refined testing

shall be identified through input from the AGENCY and information available in the O&M Baseline Workbook. Refined testing shall be conducted at 30 locations identified through coordination with the AGENCY as exhibiting high levels of distress. Of these 30 locations, the 24 locations exhibiting the worst conditions shall be identified for developing repair recommendations, as discussed in a later task.

CONSULTANT shall perform nondestructive testing at all locations of refined testing. Destructive testing and material sampling shall be performed at roughly half of the locations identified for refined testing, for a total of approximately 15 locations, which shall be chosen based on visual observations and testing results. The specific locations at which all types of the refined testing are conducted shall be clearly documented by the CONSULTANT by physically marking the locations where feasible and by recording the latitude and longitude coordinates determined through GPS.

CONSULTANT shall work in one or more teams of at least two members to perform both the nondestructive and corrosion testing investigation and the destructive testing and material sampling. The AGENCY will perform repairs following the destructive testing and material sampling work. CONSULTANT may perform the destructive testing and material sampling concurrently with the nondestructive testing investigation to facilitate efficiency in the overall work; however, CONSULTANT shall perform a minimum of four full weeks of field work for the nondestructive testing investigation, destructive testing, and material sampling.

Task 3.2 Investigation, Nondestructive Testing

The nondestructive testing portion of the field investigation shall be completed during two separate one-week trips. During the first trip, at least two teams comprised of two members each of CONSULTANT's staff shall work simultaneously to conduct the field work. During the second trip, at least one team of two members of CONSULTANT's staff shall perform the field work for a total minimum equivalent of three team-weeks of time for the nondestructive and corrosion testing portions of the refined testing field work. Travel expenses such as flights, lodging, meals, and car rentals are included as well as related testing equipment, materials testing, and all other costs associated with Task 3.2.

CONSULTANT shall perform a variety of nondestructive (or in some cases, minimally destructive) testing methods to evaluate the condition of the concrete and reinforcing steel at each of the 30 locations. These nondestructive testing methods shall consist of methods to evaluate reinforcement corrosion and other nondestructive methods, as described in the following sections.

a) Corrosion Testing Methods

In order to examine the condition of the reinforcing steel, CONSULTANT shall utilize several nondestructive (or minimally destructive) test methods that provide both direct and indirect measurements of corrosion activity. These methods shall include:

- Measurement of half-cell potentials (ASTM C876), which provides an indication of the likelihood of active reinforcing steel corrosion;
- Corrosion rate measurements, which provide an estimate of the rate of corrosion activity at the test location using a linear polarization technique;
- Concrete resistivity measurements, which indicate the potential for reinforcement corrosion activity based on the measured electrical resistance of the concrete; and
- Continuity testing, which measures electrical continuity between reinforcing steel bars.

With the exception of concrete resistivity measurements, each of these corrosion testing methods requires that electrical contact is made to the reinforcing steel. Thus, at least two small holes shall be drilled into the concrete to the depth of the reinforcement during corrosion testing. These holes shall be filled with a repair material following the testing. The AGENCY will perform the minor repairs necessary following the corrosion testing.

CONSULTANT shall conduct half-cell potential testing, concrete resistivity measurements, and continuity testing at all locations of refined testing. Corrosion rate measurements may not be

performed at all refined testing locations; this decision shall be coordinated with AGENCY based on the results of the other corrosion tests as well as other observations and test results.

b) Other Nondestructive Testing Methods

In order to examine the condition of the RC rectangular channels and identify the locations of existing reinforcing steel for corrosion testing and material sampling purposes, CONSULTANT shall use several nondestructive testing methods. These methods shall include:

- Physical sounding, which shall be used to detect local delaminations in the concrete;
- Impact-echo testing, which shall be used to locate areas with physical damage (e.g., cracking) that has occurred as a result of reinforcing steel corrosion or other deterioration mechanisms; and
- Surface penetrating radar scanning, which shall be used to locate reinforcing steel in the tested elements. CONSULTANT shall use this method to locate the reinforcing steel for conducting the corrosion testing, locating the observation openings, and avoiding the reinforcement during material sampling.

Physical sounding and surface penetrating radar shall be used at all locations of refined testing. Impact-echo testing may not be performed at all refined testing locations; this decision shall be coordinated with AGENCY based on visual observations and the results of other testing.

Task 3.3 Investigation, Destructive Testing and Material Sampling

The destructive testing and material sampling portion of the field investigation shall be completed during two separate one-week trips. During one trip, at least two teams comprised of two members each of CONSULTANT's staff shall work simultaneously to conduct the field work. During another trip, at least one team of two members of CONSULTANT's staff shall perform the field work for a total minimum equivalent of three team-weeks of time for the destructive testing and material sampling portions of the refined testing field work. Travel expenses such as flights, lodging, meals, and car rentals are included as well as related testing equipment, destructive testing equipment, materials testing, and all other costs associated with Task 3.3.

CONSULTANT shall perform destructive testing and material sampling to further evaluate the conditions of the concrete and reinforcing steel and to supplement and validate the nondestructive testing results at approximately half (15) of the 30 locations at which nondestructive testing shall be performed. The destructive testing and material sampling shall consist of collecting concrete material samples for testing and performing observation openings, as described in the following sections.

a) Concrete Material Sampling

In order to evaluate the condition of the concrete, both in terms of its ability to protect the reinforcing steel from corrosion and of the overall integrity of the concrete, CONSULTANT shall remove material samples for several different methods of material evaluation and testing. These methods shall include:

- Measurement of chloride ion content (AASHTO T-260), which shall consist of the collection of concrete powder samples to determine if the chloride content exceeds the threshold level for corrosion damage. The powder produced by drilling into the concrete to at least the depth of the reinforcement shall be collected for later laboratory testing. Multiple samples may be taken from different spots within a single location of refined testing;
- Petrographic analysis (ASTM C 856), which shall be conducted on concrete core samples removed from the RC rectangular channel elements to evaluate the general quality of the concrete and identify any deterioration mechanisms related to or unrelated to corrosion, such as alkali-silica reaction. A maximum of one core shall be removed at each of the approximately 18 locations for petrographic analysis, unless the observed conditions warrant the removal of additional cores;
- Carbonation depth, which indicates the depth from the surface through which concrete carbonation (i.e., concrete pH value less than 10) has occurred. Carbonation of concrete increases the likelihood of reinforcement corrosion and is identified using a phenolphthalein

solution. Carbonation depth shall be evaluated either in the field on small samples or cores, or during the petrographic analysis of the concrete cores discussed above; and

- Visual evaluation of concrete cores removed from the location of the construction joint shall also be performed to assess the quality of the construction joint and the bond between the concrete on either side of the joint. A maximum of two cores may be removed at each of the approximately 18 locations for material sampling, unless the observed conditions warrant the removal of additional cores.

CONSULTANT shall perform the concrete material sampling. CONSULTANT shall also provide repair details and locations at which to perform repairs. All identified sample holes shall be filled with concrete or another equivalent repair material after completion of sampling and testing. The AGENCY will perform the repairs necessary following the material sampling.

b) Observation Openings

In order to visually inspect the condition of the reinforcement and to verify and calibrate the nondestructive testing results, CONSULTANT shall perform observation openings, which shall involve limited removal of concrete to expose the steel reinforcement and the subsurface concrete. The observation openings shall primarily be located at the construction joint near the base of the RC rectangular channel walls to investigate the presence of possible microcell corrosion.

CONSULTANT shall perform the observation openings primarily on the inside, exposed surfaces of the RC rectangular channels. However, a few additional observation openings shall also be performed on the soil side of the walls for due diligence. CONSULTANT shall excavate as much material as necessary to expose the soil side of the RC rectangular channel walls to perform these observation openings, especially given the non-redundant cantilever wall. CONSULTANT shall record field notes and take photos of the observation openings. The AGENCY will perform the necessary repairs to the observation openings once the CONSULTANT has finished the visual inspections.

Task 3. Deliverables:

1. Electronic copies of all field notes and photos from the nondestructive and destructive refined testing as well as data collected of material sampling processing during the field work.
2. Repair details of concrete material sampling as well as locations at which to perform repairs per Task 3.3 a).
3. Repair details of observation openings of the RC channel walls as well as locations at which to perform repairs per Task 3.3 b).
4. All laboratory material test results of collected samples during the field work.

TASK 4 – RANKING AND PRIORITIZATION

CONSULTANT shall develop a rational ranking methodology of the RC rectangular channels for maintenance, repair, and replacement based, at least in part, on the results from the coarse observations and refined testing. The ranking methodology shall be developed continuously throughout the project and shall be refined as more information is collected. CONSULTANT shall start developing the ranking methodology at the beginning of the project to ensure that the appropriate data is identified and collected over the course of the work.

The proposed ranking system shall be based on the findings from the field work as well as input from the AGENCY. The ranking system shall include both objective and subjective information. Objective information shall include structural properties, results of field testing, hydraulic demands, and exposure conditions. Data and findings from the investigation completed by the AGENCY in 2014 shall also be included in the development of the rankings. Subjective information shall include that beyond the structural evaluation (e.g., consequences of failure and proximity to other critical infrastructure) and shall require input from the AGENCY. CONSULTANT shall incorporate information from the O&M Baseline Workbook in the proposed ranking methodology as appropriate and feasible.

The CONSULTANT's conceptual plan for the ranking methodology shall identify the conditions and parameters relevant to the performance of the RC rectangular channels, and then develop numeric ranges based on the available data for the RC rectangular channels in the AGENCY's inventory. The numeric ranges shall have definitions for each value. Based on the value definitions, the evaluation shall be consistent from RC channel-to-channel. The final ranking shall be a single numeric value calculated from an equation utilizing each parameter and condition; however, some items shall be given greater weight in the equation than other items (e.g., environmental exposure may influence the ranking more than the concrete compressive strength).

CONSULTANT shall provide two separate ranking lists – one for the RC rectangular channels included in the refined testing, and one for the AGENCY's entire RC rectangular channel inventory. Both ranking lists shall be based on the same parameters and conditions, and the refined testing subset shall be included in the entire RC rectangular channel inventory list.

For the RC rectangular channels included in the refined testing, CONSULTANT shall directly assign all ranking parameters to each RC rectangular channel based on the field investigation and other available information. This process shall result in a final ranking for each RC rectangular channel, and a prioritized list for near-term RC rectangular channel repairs.

For the entire inventory ranking list, CONSULTANT shall develop a different approach when all ranking parameters cannot be directly assigned because the refined testing does not include the entire inventory and some information might not be available for all RC rectangular channels. For parameters that cannot be directly assigned, CONSULTANT shall use a probabilistic approach based on available information to assign ranking parameters, resulting in conservative ranking parameters. This shall be appropriately qualified in the CONSULTANT's report, and the ranking parameters may be updated by the AGENCY in the future as more information becomes available.

In addition to the two ranking lists, CONSULTANT shall provide evaluation and ranking methodology recommendations for future use by the AGENCY, which shall be consistent with the approach taken for RC rectangular channels tested during this project. These recommendations shall include guidance for performing future field assessments and tools such as forms or spreadsheets for developing or updating of databases and ranking lists.

Task 4. Deliverables:

1. Excel electronic files of two separate ranking and prioritization lists to include each parameter and condition, numeric ranking of each parameter and condition, the final ranking, the definition for each numeric value, and the equation used to weight each parameter and condition, as follows:
 - RC rectangular channels included in the refined testing; and
 - AGENCY'S entire RC rectangular channel inventory.
2. Electronic files of evaluation and ranking methodology recommendations, including guidance information for performing field assessments and probabilistic approach, for future use by the AGENCY. Excel electronic files of forms and spreadsheets to be utilized in developing or updating databases and ranking lists.

TASK 5: RECOMMENDATIONS AND REPORT

CONSULTANT shall provide a general description of rehabilitation alternatives and a matrix indicating appropriate application of each alternative and planning-level cost guidance. CONSULTANT shall also analyze the overall investigation findings and recommend repair or rehabilitation alternatives for the 24 most deteriorated RC rectangular channels as determined through the field investigations, coordination with the AGENCY, and information within the O&M Baseline Workbook. These alternatives shall be based on the project findings, CONSULTANT's concrete repair experience, and preserving the existing dimensions inside the RC rectangular channel. In addition, CONSULTANT shall seek the AGENCY's input on each alternative to ensure that it meets the structural demands without precluding other considerations such as maintenance or RC rectangular channel access. Each selected channel shall have its own alternatives, with the possibility of shared concepts and details if conditions are similar. The

recommendations shall be drafted and include planning-level cost estimates using pricing data based on CONSULTANT's experience as well as any available pricing data from the AGENCY for similar work.

CONSULTANT shall provide a summary report delivered to the AGENCY upon completion of the work. The report shall document all the work and findings of the project and shall incorporate the prioritization of the channels included in the refined testing, repair recommendations for the 24 most deteriorated RC rectangular channels observed, and ranking methodology recommendations for future AGENCY use. CONSULTANT shall include the field notes, repair details, and laboratory material test results as appendices to the summary report. CONSULTANT shall coordinate with the AGENCY regarding the information and details provided in the report and shall respond to AGENCY review comments until AGENCY considers the report finalized. In addition, CONSULTANT shall review the deliverables with the AGENCY in-person during project meeting trips.

Task 5. Deliverables:

1. An electronic copy of the Draft and Final Project Report in addition to four (4) hard copies of the signed and stamped Final Project Report. The electronic copies shall be submitted in a searchable PDF format.

TASK 6 – PROJECT MEETINGS

CONSULTANT shall facilitate monthly project meetings at the AGENCY's office. Monthly project meetings shall be coordinated to coincide with CONSULTANT's trips to Ventura County to perform field investigation and testing when possible. CONSULTANT shall attend 7 separate monthly project meetings at the AGENCY's office in addition to those coinciding with CONSULTANT's trips for field investigations and testing. Travel expenses including flights, lodging, meals, and rental cars are included in this task. CONSULTANT shall adhere to the provided meeting and participant breakdown shown below:

- 2 Trips including Senior Principal and Principal (4 flights, 4 hotel nights, 4 rental car days)
- 3 Trips including Principal and Project Engineer (6 flights, 6 hotel nights, 6 rental car days)
- 2 Trips including Principal (2 flights, 2 hotel nights, 4 rental car days).

CONSULTANT may request additional monthly meetings to be held online but shall not substitute online meetings for those scheduled to be attended in person at the AGENCY's offices.

In addition, CONSULTANT shall engage with SUBCONSULTANT's Dr. Thomas and Dr. Kesner prior to the monthly project meetings, so the quality control process is periodic (not only milestones or end of project). SUBCONSULTANT's peer review and external consulting time except as noted in other tasks is included in Task 6. CONSULTANT shall report SUBCONSULTANT's feedback to the AGENCY during project meetings. Except for attending the Project Kick-off Meeting at the project start as described in Task 1.2, SUBCONSULTANT's shall perform their review remotely from their respective offices and not travel to Ventura County again for the project.

Task 6. Deliverables:

1. All electronic copies (PDF format) of schedules, exhibits, agendas, and draft and final minutes for all monthly meetings between CONSULTANT and AGENCY, as well as those between CONSULTANT and SUBCONSULTANTS.

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:

Professional Services Contract AE19-042

1. Full information as to the requirements of the services to be provided by CONSULTANT under this CONTRACT (all available documents, including construction documents, information already gathered by the AGENCY in the O&M Baseline Workbook, As-built drawings, and any other relevant documentation to establish expected conditions and identify potential susceptible features within the O&M RC rectangular channel inventory).
2. Review documents submitted by CONSULTANT and provide comments, direction, or approval as needed in a timely manner.

End of Exhibit A

EXHIBIT B - TIME SCHEDULE

1. Schedule

All Work on this contract shall be completed by 06/30/2020.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
1	Project Start	
1.1	Project Organization	10/03/2019
1.2	Project Kick-off Meeting	10/03/2019
2	Coarse Observations	
2.1	Investigation Planning	10/10/2019
2.2	Investigation, Coarse Observations	12/04/2019
3	Refined Testing	
3.1	Investigation Planning	02/06/2020
3.2	Investigation, Nondestructive Testing	02/06/2020
3.3	Investigation, Destructive Testing and Material Sampling	02/06/2020
4	Ranking and Prioritization	04/02/2020
5	Recommendations and Report	06/09/2020
6	Project Meetings	06/09/2020

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

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:	\$ 636,496.00
Maximum Fees for Extra Services:	\$ 16,779.00
Maximum Reimbursement for Expenses:	\$ 0.00
 Total Amount Not to Exceed:	 \$ 653,275.00

2. Fees For Basic Services

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

Task Table

Task	Description	Lump Sum
1	Project Start	
1.1	Project Organization	\$72,936.00
1.2	Project Kick-off Meeting	\$20,730.00
2	Coarse Observations	
2.1	Investigation Planning	\$14,432.00
2.2	Investigation, Coarse Observations	\$74,480.00
3	Refined Testing	
3.1	Investigation Planning	\$17,116.00
3.2	Investigation, Nondestructive Testing	\$110,077.00
3.3	Investigation, Destructive Testing and Material Sampling	\$119,484.00
4	Ranking and Prioritization	\$31,875.00
5	Recommendations and Report	\$116,056.00
6	Project Meetings	\$59,310.00
	Total	\$636,496.00

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 \$16,779.00**.

Professional Services Contract AE19-042

Rate Table

Item	Position	Unit	Regular ¹	Prevailing ²	Travel ³
1	Senior Principal (Pivot Engineers)	Hr.	\$375.00	n/a	No
2	Principal (Pivot Engineers)	Hr.	\$220.00	n/a	No
3	Senior Engineer (Pivot Engineers)	Hr.	\$190.00	n/a	No
4	Project Engineer (Pivot Engineers)	Hr.	\$170.00	n/a	No
5	Staff Engineer (Pivot Engineers)	Hr.	\$150.00	n/a	No
6	Drafter (Pivot Engineers)	Hr.	\$80.00	n/a	No
7	Project Assistant (Pivot Engineers)	Hr.	\$65.00	n/a	No
8	Michael Thomas (Independent Subconsultant)	Hr.	\$300.00	n/a	No
9	Keith Kesner (Independent Subconsultant)	Hr.	\$210.00	n/a	No
10	Senior Engineer (Michael Baker International)	Hr.	\$180.00	n/a	No
11	Staff Engineer (Michael Baker International)	Hr.	\$120.00	n/a	No

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

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

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 County employees as defined by policy number Chapter VII(C)-1, *Reimbursement of Employees County Business Expenses*, in the County's Administrative Policy Manual (latest edition);
- (v) Only if authorized in writing in advance by AGENCY, fees and costs for Subconsultant services that are not included in the Rate Tables for Basic Services or Extra Services set forth above.

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

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

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

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

6. Payment

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

Requests for Payment

To request payment, CONSULTANT shall complete and submit to AGENCY a Consultant Services Invoice Form that shall include, at a minimum, (i) personnel time records for Basic Services and Extra Services actually performed at the rates specified in this Exhibit C 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