
PROFESSIONAL SERVICES CONTRACT AE21-012

with Padre Associates, Inc.

South Oxnard Prop-84 Grant Construction Monitoring

(Project No: FC082323)

This contract is made and entered into this 17th day of November 2020 by and between the Ventura County Watershed Protection District, hereinafter referred to as AGENCY, and Padre Associates, Inc., hereinafter referred to as CONSULTANT, regarding CONSULTANT's performance of the work and services described in Exhibit A hereto (the "Work"). CONSULTANT, or a principal of the firm, is registered, licensed or certified by the State of California as a NA, number NA.

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

1. Scope of Work; Standard of Performance

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

2. Time Schedule

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

3. Fees and Payments

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

4. Termination

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

5. Right to Review

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

6. Work Product

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

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

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

7. Errors and Omissions

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

8. Correction of Work

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

9. Subconsulting

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

10. Independent Contractor

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

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

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

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

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

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

11. Duty of Loyalty; Conflicts of Interest

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

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

12. Defense and Indemnification

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

13. Insurance Requirements

- a. Without limiting CONSULTANT's duty to defend and indemnify AGENCY as required herein, CONSULTANT shall, at CONSULTANT's sole cost and expense and throughout the term of this contract and any extensions hereof, carry one or more insurance policies that provide at least the following minimum coverage:
 - i. Commercial general liability insurance shall provide a minimum of \$1,000,000.00 coverage for each occurrence and \$2,000,000.00 in general aggregate coverage.
 - ii. Automobile liability insurance shall provide a minimum of either a combined single limit (CSL) of \$1,000,000.00 for each accident or all of the following: \$250,000.00 bodily injury (BI) per person, and \$500,000.00 bodily injury per accident, and \$100,000.00 property damage (PD). Automobile liability insurance is not required if CONSULTANT does no traveling in performing the Work.
 - iii. Workers' compensation insurance in full compliance with California statutory requirements for all employees of CONSULTANT in the minimum amount of \$1,000,000.00. This workers' compensation insurance requirement may only be waived by AGENCY in writing if CONSULTANT is a sole proprietor with no employees and CONSULTANT provides AGENCY with evidence of such before commencing any work under the contract.
 - iv. Professional liability (errors and omissions) insurance shall provide a minimum of \$1,000,000.00 coverage per claim and \$2,000,000.00 in annual aggregate coverage.

If CONSULTANT maintains higher limits than the minimums shown above, AGENCY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to AGENCY.

- b. With respect to any coverage written on a "claims made" basis, CONSULTANT shall, for three years after the date when this contract is terminated or completed, maintain such policy with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). AGENCY may withhold final payments due until satisfactory evidence of the continued maintenance of such policy or the tail coverage is provided by CONSULTANT to AGENCY. Such policy shall allow for reporting of circumstances or incidents that may give rise to future claims.
- c. CONSULTANT shall notify AGENCY immediately if CONSULTANT's general aggregate of insurance is exceeded by valid litigated claims in which case additional levels of insurance must be obtained to maintain the above-stated requirements. All required insurance shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT shall notify AGENCY of any and all policy cancellations within three working days of the cancellation.
- d. The commercial general liability policy shall name AGENCY and the County of Ventura (if not defined as AGENCY) and their respective officials, employees, and agents as additional insureds ("Additional Insureds"). All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. Coverage shall apply separately to each insured, except with respect to the limits of liability, and an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds. Additional Insured coverage shall include both ongoing and completed operations. In the case of policy cancellation, AGENCY shall be notified by the insurance company or companies as provided for in the policy.
- e. CONSULTANT hereby waives all rights of subrogation against AGENCY, the County of Ventura, all special districts governed by the Board of Supervisors, and each of their boards, directors, employees and agents for losses arising directly or indirectly from the activities or Work under this contract. The commercial general liability, automobile liability and workers' compensation policies shall contain a provision or endorsement needed to implement CONSULTANT's waiver of these rights of subrogation.
- f. Prior to commencement of the Work, CONSULTANT shall furnish AGENCY with certificates of insurance and endorsements effecting all coverage required hereunder. Copies of renewal certificates and endorsements shall be furnished to AGENCY within 30 days of the expiration of the term of any required policy. CONSULTANT shall permit AGENCY at all reasonable times to inspect any policies of insurance required hereunder.
- g. Each insurance policy required above shall state that coverage shall not be canceled except with notice to AGENCY.

14. Claims and Disputes

- a. Administrative Review. Prior to filing a complaint in arbitration against AGENCY seeking payment of money or damages regarding the Work, an extension of contract time, or an interpretation or adjustment of the terms of this contract, including "pass-through" claims asserted by CONSULTANT on behalf of a Subconsultant (collectively referred to hereinafter as "claim"), CONSULTANT shall first exhaust its administrative remedies by attempting to resolve the claim with AGENCY's staff in the following sequence: 1) Project Manager, 2) Deputy Director of Public Works ("Department Director") and 3) Director of Public Works Agency ("Agency Director"). CONSULTANT shall initiate the administrative review process no later than 30 days after the claim has arisen by submitting to the Project Manager a written statement describing

each claim and explaining why CONSULTANT believes AGENCY is at fault, as well as all correspondence and evidence regarding each claim. CONSULTANT may appeal the decision made by the Project Manager to the Deputy Director and may appeal the decision made by the Deputy Director to the Agency Director, provided that AGENCY receives such appeal in writing no later than seven days after the date of the decision being appealed. If CONSULTANT does not appeal a decision to the next level of administrative review within this seven-day period, the decision shall become final and binding and not subject to appeal or challenge.

- b. Arbitration. All CONSULTANT claims not resolved through the administrative review process stated above shall be resolved by arbitration unless AGENCY and CONSULTANT agree in writing, after the claim has arisen, to waive arbitration and to have the dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to article 7.1 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code and the regulations promulgated thereto, chapter 4 (commencing with section 1300) of division 2 of title 1 of the California Code of Regulations (collectively, "Rules for Public Works Contract Arbitrations"). Arbitration shall be initiated by a complaint in arbitration prepared, filed and served in full compliance with all requirements of the Rules for Public Works Contract Arbitrations. CONSULTANT consents and agrees that AGENCY may join it as a party to any arbitration involving third party claims asserted against AGENCY arising from or relating to any Work performed by CONSULTANT hereunder.

15. Compliance with Laws and Regulations; Permits and Licenses

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

16. Prevailing Wage Requirements

Certain work to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. CONSULTANT is solely responsible for determining whether the Work, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). AGENCY has obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with AGENCY's Public Works Agency and are available upon request. CONSULTANT is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). CONSULTANT acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Work, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner).

17. Miscellaneous

- a. Entire Understanding. This contract is an integrated agreement and constitutes the final expression, and the complete and exclusive statement of the terms of, the parties' agreement with respect to the subject matter hereof. This contract supersedes all contemporaneous oral and prior oral and written agreements, understandings, representations, inducements, promises, communications or warranties of any nature whatsoever, by either party or any agent, principal, officer, partner, employee or representative of either party, with respect to the subject matter hereof. Without limiting the foregoing, CONSULTANT acknowledges that no representation,

inducement, promise or warranty not contained in this contract will be valid or binding against AGENCY.

- b. No modification, waiver, amendment or discharge of this contract shall be valid unless the same is in writing and signed by duly authorized representatives of both parties.
- c. Nonassignability. CONSULTANT will not assign this contract or any portion thereof to a third party without the prior written consent of AGENCY, and any attempted assignment without such prior written consent will be null and void and will be cause, at AGENCY's sole and absolute discretion, for immediate termination of this contract. AGENCY may withhold its consent to assignment at its discretion. In the event AGENCY consents to assignment, the obligations of CONSULTANT hereunder shall be binding on CONSULTANT's assigns.
- d. Third Party Beneficiaries. Except for indemnitees under sections 10.e and 12 above, this contract does not, and the parties to this contract do not intend to, confer a third party beneficiary right of action on any third party whatsoever, and nothing set forth in this contract will be construed so as to confer on any third party a right of action under this contract or in any manner whatsoever.
- e. Time limits stated herein are of the essence.
- f. Governing Law; Venue. This contract is made and entered into in the State of California and shall, in all respects, be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein. The venue for any action, suit, arbitration, judicial reference or other proceeding concerning this contract shall be in Ventura County, California.
- g. All notices, requests, claims, and other official communications under the contract shall be in writing and transmitted by one of the following methods:
 - (1) Personal delivery.
 - (2) Courier where receipt is confirmed.
 - (3) Registered or certified mail, postage prepaid, return receipt requested.

Such notices and communications shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. All notices and communications shall be sent to CONSULTANT at the current address on file with AGENCY for contract payment purposes, and shall be sent to AGENCY as follows:

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

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

- h. Further Actions. The parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this contract.
- i. Legal Representation. Each party warrants and represents that in executing this contract, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the party has read the terms of this contract and had their consequences (including risks, complications and costs) completely explained to the party by the party's attorneys (or had a reasonable opportunity to do so); and that the party fully understands the terms of this contract. Each party further acknowledges and represents that the

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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:

Padre Associates, Inc.

AGENCY:

Ventura County Watershed Protection District

Signature

Public Works Director or
Deputy Purchasing Agent

Print Name and Title

Signature

Print Name and Title

77-0444582

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:

AGENCY will reconstruct 850 linear feet of *tšumaš* Creek to convey the one percent annual chance flood event. In compliance with federal and state environmental regulations, the AGENCY has prepared a Final Environmental Impact Report (FEIR) and obtained several regulatory permits to lawfully proceed with Project construction. FEIR mitigation measures and permit conditions require biological surveys, environmental sensitivity training for all workers, endangered fish relocations, surface and ground water quality monitoring, ground water elevation monitoring, soil monitoring, construction monitoring, and an array of reports. Due to the current COVID-19 pandemic, the Project will be undertaken in compliance with relevant and most recent federal, state, and local safety mandates.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1 – Pre-Construction Meetings

CONSULTANT shall assign a primary monitor who shall attend up to two meetings with AGENCY staff and the construction contractor to discuss permit conditions, FEIR mitigation measures, sensitive biological resources and other environmental concerns, and potential effects on construction scheduling.

Deliverables

1. Attendance at up to two scheduled pre-construction meetings (virtual and/or on site).

Task 2 – Submittal of Qualifications and Environmental Education Program

CONSULTANT shall submit the qualifications of all biologists to be involved in construction monitoring activities in compliance with Biological Opinion (BO) No. 2019-F-0505, 404 Standard Individual Permit No. SPL-2019-00070-AJS, and Coastal Development Permit (CDP) No. 4-12-051. CONSULTANT shall prepare and present environmental sensitivity training for all AGENCY inspectors, contractor, and relevant subcontractor staff working at the Project site. Training materials shall focus on water quality and biological resources, including endangered tidewater goby (TWG) and other aquatic species likely to be encountered in *tšumaš* Creek, endangered California least tern (CLT), breeding birds, and other wildlife expected to occur within the work area. CONSULTANT shall develop a sign-in sheet for all workers who receive the training and shall share the names of all who have successfully completed training with the AGENCY inspector. CONSULTANT shall include training materials and dated sign-in sheets in the final project monitoring report (Task 11). It is anticipated the contractor will occasionally introduce new workers to the Project site. To minimize costs, CONSULTANT shall conduct additional training sessions for new workers during routine monitoring activities (Task 4).

Deliverables

1. Resumes of all biologists who will be assigned to work on site.
2. Environmental sensitivity training materials and dated sign-in sheets.

Task 3 – Pre-Construction Biological Surveys and Report

CONSULTANT shall assign a qualified biologist to conduct pre-construction biological surveys two weeks before and three days before construction begins in accordance with CDP Condition 4(A)(1) and California Department of Fish and Wildlife (CDFW) Operation of Law Letter No. 1600-2019-0002-R5 Supplemental Info Item 12.B&C. CONSULTANT shall provide preliminary survey results within 24 hours after completing surveys. CONSULTANT shall provide a survey report to AGENCY for submittal to CDFW and to the California Coastal Commission (Commission) within two working days after completing each survey. Survey reports shall include a list of species observed and maps of any sensitive species or nests observed.

Deliverables

1. Email of preliminary survey results after the a) two-week-prior and b) three-day-prior surveys.
2. Survey report for the a) two-week-prior and b) three-day-prior surveys.

Task 4 – Biological Resources / Permit / CEQA Compliance Construction Monitoring

Full-time Biological Monitoring: In accordance with CDP Special Condition 4(A)(5), CONSULTANT shall assign a biologist pre-approved in Task 2 by the Commission and U.S. Fish and Wildlife Service (USFWS) to conduct full-time biological monitoring during vegetation removal (including documenting the species and number of shrubs and trees removed) and during installation, major modification, and removal of surface water diversions. CONSULTANT shall also monitor removal of the existing concrete cofferdam within the construction area. It is presumed that installation or major modification of **two** surface water diversions will occur during construction. During all work associated with surface water diversions and the existing cofferdam, CONSULTANT shall ensure enough pre-approved biologists are present to relocate TWG and other native aquatic species out of areas being dewatered in accordance with USFWS guidelines and FEIR Mitigation Measure BIO-5. CONSULTANT shall provide all required block and seine nets (4 mm or smaller mesh size) to isolate work areas from aquatic species and to capture and relocate aquatic species.

Breeding Bird Surveys: In compliance with CDP Special Condition 4(A)(1) and FEIR Mitigation Measure BIO-7, CONSULTANT shall assign a pre-approved biologist to conduct breeding bird surveys (including special status and raptor species) at least monthly while work occurs during the breeding season. Surveys shall encompass the area within 500 feet of any planned work and focus on vegetation to be removed (along J Street) and vegetation along the work area south of Hueneme Road. CONSULTANT shall report any active nests to the AGENCY within 24 hours, with recommended buffer areas and any necessary construction activity restrictions. CONSULTANT shall report any special status species observations to CDFW's Natural Diversity Database (CNDDB) within ten business days of the sighting.

Bird Behavior and Noise Monitoring: If active nests of special-status bird species (e.g., raptors, herons, and egrets) are found within 300 feet (500 feet for raptors) of ongoing or planned construction activities and the Coastal Zone, CONSULTANT shall monitor bird behavior and construction noise in accordance with CDP Special Condition 4(A)(4). CONSULTANT shall monitor bird behavior at each nest for up to two hours per day for up to three days during construction activities to detect any work-related impacts. CONSULTANT shall monitor noise during a period of peak construction activity using a Type 1 integrating sound level meter as needed to demonstrate peak noise levels are less than 65 dBA at any active nests.

Routine Compliance Monitoring: CONSULTANT shall conduct routine monitoring (one to three half or full days per week, depending on work location, current construction activity, and proximity to sensitive resources) to ensure compliance with all relevant FEIR Mitigation Measures (WQ-2: Soil Movement BMPs, WQ-3: Sediment Management BMPs, WQ-4: Good Housekeeping BMPs, AQ-2: Dust Control, NOISE-1: Equipment Noise Reduction, NOISE-2: Temporary Noise Barriers, and CULT-1: Discovery of Archaeological Resources) and Project Regulatory Permit conditions, including the Regional Water Quality Control Board (RWQCB) 401 Certification. CONSULTANT shall regularly inspect the integrity of fish exclusion measures. CONSULTANT shall develop a Project-specific compliance reporting form to be completed for each monitoring visit and included in the post-construction report. The CONSULTANT shall communicate immediately with the AGENCY inspector (or other AGENCY representative such as the Environmental Planner or Project Engineer if the inspector is unavailable) regarding any observed issues of non-compliance. CONSULTANT shall document timely resolution of observed non-compliances and details regarding monitoring activities/results on the daily reports. Excluding activities for other tasks and subtasks, it is anticipated that CONSULTANT shall provide an average of 8 hours per week of routine compliance monitoring. The qualified biological monitor shall also collect surface and ground water quality samples, as detailed in Tasks 5 and 6, during these routine monitoring visits to minimize overall monitoring costs. Due to the part-time status of the CONSULTANT monitor, the AGENCY inspector will have the primary responsibility for monitoring and compliance with Water Quality, Air Quality, Noise, and Cultural Resources FEIR Mitigation Measures.

Deliverables

1. Monitoring report forms and photos documenting site conditions and environmental compliance for each day of full-time or routine monitoring, breeding bird surveys, and bird behavior/noise monitoring.

Task 5 – NPDES Ground Water Quality Monitoring and Reporting

CONSULTANT shall conduct ground water quality monitoring after installation of the ground water dewatering pumps, as required by the Project Waste Discharge Requirements consisting of Order No. R4-2018-0125 and Monitoring and Reporting Program No. CI-9921 under RWQCB General NPDES Permit No. CAG994004. Monitoring shall include collection of baseline samples, monthly samples, weekly samples, and annual acute toxicity samples at up to two separate groundwater discharge points. CONSULTANT shall collect data for the following constituents monthly for CI-9921: pH, temperature, total suspended solids, turbidity, biochemical oxygen demand at 20 degrees Celsius (BOD₅ 20°C), oil and grease, settleable solids, sulfides, phenols, total residual chlorine, and methylene blue active substances (MBAS). CONSULTANT shall collect copper and nickel weekly the first month, and monthly thereafter if no exceedances are observed. CONSULTANT shall either use calibrated in-house water quality meters or collect samples for analysis by a laboratory meeting qualifications and using methodologies specified in the permit documents (qualifications, methodologies, and quality assurance/quality control practices must be detailed in each quarterly and annual report, and on lab results). CONSULTANT shall place samples in appropriate containers and properly preserve them until dropped off at the laboratory and prepare/submit a chain of custody form. It is presumed that up to 12 months (52 weeks) of sampling will be required, at up to two discharge points. It is presumed that accelerated sampling due to exceedance of discharge limits would not be required. CONSULTANT shall conduct sampling while on site for Task 4 duties to minimize costs. CONSULTANT shall create a data form for continuous discharge volumes to be completed daily by the AGENCY contractor or inspector. CONSULTANT shall collect these data sheets, for each discharge point, on a weekly basis, and calculate total monthly and average daily flow for inclusion in water quality monitoring reports.

CONSULTANT shall prepare up to five quarterly monitoring reports and up to two annual monitoring reports, documenting construction activities and presenting all water quality data and compliance with permit discharge limitations. CONSULTANT shall submit draft reports to the AGENCY within two weeks after the end of each quarter. The end of each quarter is defined as: December 31, 2020, March 31, 2021, June 30, 2021, September 30, 2021, and December 31, 2021. CONSULTANT shall prepare Annual Monitoring Reports for 2020 (for the last quarter of 2020) and 2021 (summarizing all four quarters). AGENCY will provide comments for each report within two weeks, and the CONSULTANT shall submit the final report to the AGENCY within one week of receiving AGENCY input. AGENCY will be responsible for submitting reports to the Los Angeles RWQCB within 45 calendar days (approximately six weeks) of the end of each quarter.

Deliverables

1. Up to five quarterly ground water quality monitoring reports.
2. Up to two annual ground water quality monitoring reports.

Task 6 – Surface Water Quality Monitoring and Reporting

CONSULTANT shall conduct surface water quality monitoring before (baseline samples) and after installation of the surface water diversion, as required by Condition 17 of the 401 Certification. CONSULTANT shall collect daily samples the first five consecutive work days after the diversion is installed, and weekly thereafter. CONSULTANT shall collect samples both upstream and downstream of the surface flow diversion during each sampling event. Data for the following constituents shall be collected: pH, temperature, dissolved oxygen, turbidity, and total suspended solids. CONSULTANT shall either use calibrated in-house water quality meters or collect samples for analysis by a qualified laboratory. CONSULTANT shall place samples in appropriate containers and properly preserve them until dropped off at the laboratory and prepare/submit a chain of custody form. It is assumed that 52 weeks of sampling will be required, including up to two flow diversions (two sets of daily sampling for a week each time), or 62 sampling events. Sampling shall occur while the CONSULTANT is on site for Task 3 or 4 duties to minimize costs.

CONSULTANT shall prepare up to 13 monthly monitoring reports summarizing diversion and construction activities as well as water quality data and compliance with water quality objectives. CONSULTANT shall submit draft reports to the AGENCY by the 7th calendar day of each month after water quality samples were collected. AGENCY staff will provide comments within two work days, and the CONSULTANT shall submit the final report to the AGENCY by the 10th calendar day of the month. AGENCY staff will be responsible for submitting reports to the Los Angeles RWQCB by the 15th calendar day of each month.

Deliverables

1. Up to 13 monthly surface water quality monitoring reports.

Task 7 – Tidewater Goby Post-Construction Surveys and Reports

CONSULTANT shall assign a pre-approved, qualified biologist (Task 2) with a valid Section 10(a) permit under the Federal Endangered Species Act to conduct a post-construction biological survey for TWG and other sensitive aquatic species, as required by CDP Special Condition 5(E) the spring after channel reconstruction has ended (2022). CONSULTANT shall conduct the survey within accessible portions of *tšumaš* Creek Reaches 1 and 2 as well as in Ormond Lagoon for comparison with surveys conducted before and during cofferdam installation and those conducted after Reach 1 reconstruction ended in January 2015. CONSULTANT shall evaluate survey results to verifying whether TWG and other native aquatic species are utilizing *tšumaš* Creek and Ormond Lagoon following construction.

CONSULTANT shall prepare a report for submittal to the Commission and USFWS by the first June following construction completion. CONSULTANT shall submit the draft report to the AGENCY, and the AGENCY will provide comments within one calendar week. CONSULTANT shall revise the draft to incorporate AGENCY input and submit the Final report within one calendar week of receiving the comments.

Deliverables

1. One TWG post-construction survey report (2022).

Task 8 – Contaminated Soil Management

Field Screening Services: CONSULTANT shall assist the AGENCY and the construction contractor to implement and follow the Contaminated Materials Management Plan (CMMP) and Health and Safety Plan (HASP) previously prepared under a separate work order (PW13-124). CONSULTANT shall be on call to respond to instances where petroleum hydrocarbon-containing soils and/or groundwater are encountered. CONSULTANT shall also be available for work conducted in areas identified with contaminated materials from previous assessment. When called out, CONSULTANT shall observe drilling and excavation activities and screen potentially contaminated soil visually as well as with a field portable photoionization detector (PID). CONSULTANT shall collect samples with visual indications of petroleum hydrocarbons or chlorinated solvents and/or elevated PID readings and recommend storage and handling solutions for the soil. CONSULTANT shall also provide monitoring to meet health and safety requirements if requested by the AGENCY. Field screening shall be conducted by a trained and experienced field monitor under the direction of a State Certified Geologist. CONSULTANT shall conduct up to 15 days of field screening and associated sample collection and analyses.

Sample Collection and Analyses: Following the removal of petroleum hydrocarbon-containing soil, CONSULTANT shall collect verification soil samples for chemical analyses. CONSULTANT shall have these soil samples chemically analyzed for the presence of total petroleum hydrocarbons (TPH, C4-C40) and volatile organic compounds (VOCs). Additionally, the CONSULTANT shall collect four representative soil samples from petroleum hydrocarbon-containing soil stockpiles for characterization for disposal. The four soil samples shall be composited into one soil sample for chemical analyses by the qualified analytical laboratory.

The verification soil samples shall be chemically analyzed for the presence of TPH and VOCs. The waste characterization soil samples shall be chemically analyzed for the presence of TPH, VOCs, semi-volatile organic compounds (SVOCs), Title 22 metals, sulfide, and sulfate. CONSULTANT shall seal, label, and preserve on ice in the field all soil samples collected for chemical analyses. CONSULTANT shall prepare chain of custody forms to document soil sample management procedures.

CONSULTANT shall collect groundwater samples from excavations or dewatering wells by direct sampling or disposable bailer. CONSULTANT shall have groundwater analyzed for TPH carbon chain breakdown and VOCs. CONSULTANT shall also take groundwater dewatering discharge samples from any treatment process at a specified interval to confirm proper treatment.

CONSULTANT shall submit soil and water samples for chemical analyses to a State of California Department of Health Services-approved laboratory. Standard turn around for laboratory chemical analyses is five working days (expedited results are not included in basic services). Soil or water samples submitted for chemical analyses shall be analyzed for the presence of the following constituents as directed by the AGENCY:

- TPH by US Environmental Protection Agency (USEPA) method 8015 modified with carbon chain breakdown (C4-C12, C13-C22, and C23-C40);
- Full-list VOCs including fuel oxygenates by USEPA method 8260B;
- SVOCs by USEPA method 8270C;
- pH by USEPA method 9045 or SM 4500;
- Title 22 metals by USEPA 6010B/7471A;
- Sulfide by Standard Method (SM) 4500-S-2-D;
- Sulfate by USEPA method 300 modified, and
- Flashpoint/ignitability by USEPA method 1010.

CONSULTANT shall notify Ventura County Environmental Health Division if soil with TPH concentrations in excess of 100 mg/kg or contaminated groundwater is encountered.

Report Preparation: CONSULTANT shall prepare a closure report summarizing and documenting the excavation and off-site disposal of petroleum hydrocarbon-containing soil encountered at the Project site, including volume. CONSULTANT shall also summarize and document petroleum hydrocarbon-containing groundwater encountered at the Project site and its treatment, including volume. CONSULTANT shall prepare and submit the draft report to the AGENCY for review and comment within 30 days of conclusion of all construction activities. The AGENCY shall provide comments within two weeks. Following receipt and incorporation of AGENCY comments, copies of the final report shall be submitted to the AGENCY and the Ventura County Environmental Health Division, if necessary, within two weeks. A Professional Geologist registered in the State of California shall sign the final report.

Deliverables

1. Closure report addressing petroleum hydrocarbon-containing soil and groundwater.

Task 9 – Asbestos Cement Pipe Removal Monitoring

CONSULTANT shall provide field oversight during removal of a 75-foot-long segment of 10-inch asbestos cement pipe as specified in the Asbestos Cement Pipe Management Plan dated June 2020. CONSULTANT shall assign a Certified Asbestos Consultant (CAC) to monitor asbestos cement pipe removal and document any asbestos exposure air sampling conducted by the AGENCY contractor in compliance with California Code of Regulations (CCR), Title 8, Section 1529 and provide a summary report of contractor compliance. CONSULTANT shall conduct up to two field days of field oversight for this task.

Deliverables

1. Summary report documenting all AGENCY contractor activities undertaken to comply with asbestos regulations in CCR Title 8 Section 1529.

Task 10 – Halaco Contaminated Groundwater Migration Monitoring and Reporting

Monitoring Well Sampling and Measurement: CONSULTANT shall sample three Groundwater Monitoring Wells (MW-P3, SW-1, and SW-2) in accordance with the August 2020 Revised Groundwater Monitoring Plan sampling program and protocols. CONSULTANT shall conduct well water elevation sampling once

during the pre-construction period, weekly for the first two months of construction dewatering, every other week for the next two months of dewatering, and monthly for the remaining period of dewatering and for two months after dewatering ceases (up to 23 events). CONSULTANT shall follow the sampling protocol specified in Section 3.3 of the Plan. CONSULTANT shall record groundwater elevation data to the nearest 0.01 foot.

CONSULTANT shall conduct well groundwater quality sampling once during the pre-construction period, monthly during construction dewatering, and for two months after dewatering ceases (up to 16 events) and shall follow the protocol specified in Section 4 of the Plan. For each well sampling event, CONSULTANT shall include purging and use of a field water quality inline flow-cell and water quality meter. CONSULTANT shall place the samples in ice chests and keep them chilled in a cooler or refrigerator until transmitted to a certified analytical laboratory. Pending results of the groundwater samples from the laboratory, CONSULTANT shall dispose of purged water stored on site in 55-gallon metal drums at an appropriate facility in accordance with state and federal regulations.

Groundwater Sample Analysis: CONSULTANT shall provide for Groundwater Quality Analysis in accordance with the Revised Groundwater Monitoring Plan dated August 2020 which describes the methods that shall be used to analyze the measured groundwater levels and quality. CONSULTANT shall have each groundwater sample analyzed by a certified laboratory for the following constituents/contaminants:

- | | |
|---|-------------|
| • Total dissolved solids | • Selenium |
| • Alkalinity (hydroxide, carbonate, bicarbonate, total) | • Sodium |
| • Anions | • Zinc |
| • Total organic carbon | • Antimony |
| • Ammonia | • Arsenic |
| • Total Kjeldahl nitrogen | • Barium |
| • pH | • Beryllium |
| • Electrical conductivity | • Cadmium |
| • Aluminum | • Cobalt |
| • Calcium | • Copper |
| • Chromium | • Lead |
| • Iron | • Nickel |
| • Magnesium | • Silver |
| • Manganese | • Thallium |
| • Potassium | • Vanadium |

The CONSULTANT shall evaluate the data for trends (Section 7 of the Revised Groundwater Monitoring Program) to determine if project dewatering appears to be causing significant changes in baseline hydraulic gradients and/or increases in sampled constituents at any of the monitoring locations. CONSULTANT shall analyze groundwater data from each well for impacts by Halaco wastewater in the study area as indicated by:

- TDS concentrations greater than 50,000 mg/L;
- TDS/K ratios of less than 10; and/or
- Ammonia concentrations greater than 1,000 ug/L.

CONSULTANT shall conduct these analyses during the pre-construction, construction and post-construction phases to assess changes in groundwater quality relative to pre-construction baseline conditions. CONSULTANT shall immediately notify the AGENCY of adverse changes in groundwater quality. CONSULTANT shall present the results of these analyses on a monthly basis to the AGENCY in accordance with Section 6 of the Revised Groundwater Monitoring Plan for the construction dewatering period. CONSULTANT'S monthly reports shall also include:

- Daily pumped groundwater, monthly range, and monthly average of daily pumped groundwater in gallons/day;
- Total groundwater pumped on a monthly basis in acre-feet;
- Summary of all groundwater level and groundwater quality data; and
- Identification of trends that indicate potential for monitoring wells to experience changes in groundwater levels or groundwater quality.

Groundwater Quality Reporting: CONSULTANT shall evaluate, report, and recommend corrective action, if needed, in accordance with Sections 7 and 8 of the August 2020 Revised Groundwater Monitoring Plan. CONSULTANT shall submit groundwater monitoring reports to the AGENCY on a monthly basis. Each monitoring report shall provide measured groundwater levels, groundwater quality laboratory analysis results, and groundwater pumping data. In addition, the monthly reports shall include a trend analysis of measured groundwater levels and groundwater quality in the monitoring wells to determine if project pumping is inducing migration of contaminants from the Halaco Superfund site to the vicinity of the *tšumaš* Creek Reach 2 Project site. CONSULTANT shall prepare up to 15 monthly reports. CONSULTANT shall submit draft reports to the AGENCY two weeks after the end of each month water quality samples were collected. AGENCY staff will provide comments within one week of receiving the draft report, and the CONSULTANT shall submit the final report to the AGENCY within one week after receiving AGENCY comments.

Deliverables

1. Up to 15 Monthly sampling and measuring reports including trend analysis, and evaluation of migration of contaminants from the Halaco site.

Task 11 – Final Construction Monitoring Report

CONSULTANT shall prepare a summary report of all monitoring and biological survey activities, species observed (including dates and numbers of TWG and other aquatic species either relocated, injured/killed, or dispatched (if non-native), habitat description (including water depth), location of release sites), construction activities, evidence of environmental best management practice implementation, regulatory compliance issues and their resolution, photographs, maps of diversions and special status species observations, daily compliance monitoring forms, post-construction site conditions, CNDDB report forms, and any other pertinent information. The report shall comply with CDP Special Condition No. 5(F), BO No. 2019-F-0505, Special Condition 6 of Nationwide Permit No. SPL-2019-00070-AJS, and Condition 19 of 401 Certification No. 15-108. CONSULTANT shall provide a draft of the report within 30 days of construction termination. AGENCY will provide comments within two weeks, and CONSULTANT shall provide a Final Post-Construction Monitoring Report within two weeks of receiving AGENCY input.

Deliverables

1. Final Post-Construction Monitoring Report.

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. On a complex project such as this, a need for additional services may arise, such as increased groundwater quality sampling, rushed laboratory analysis, or other unforeseen circumstances. This contract includes an allowance for Extra Services to address such conditions.

4. County Services

AGENCY will provide or accomplish the following:

1. Full information as to the requirements of the services to be provided by CONSULTANT under the contract.
2. Review documents submitted by CONSULTANT and provide comments, direction, or approval as needed in a timely manner.
3. Access to the Project site.
4. Daily groundwater discharge volume data generated by the construction contractor.

End of Exhibit A

EXHIBIT B - TIME SCHEDULE

1. Schedule

All Work on this contract shall be completed by 08/31/2022.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
1	Pre-Construction Meetings	12/20/2020
2	Submittal of Qualifications & Environmental Education Program	12/31/2020
3	Pre-Construction Biological Surveys and Report	12/31/2020
4	Biological Resources/Permit/CEQA Compliance Construction Monitoring	12/31/2021
5	NPDES Groundwater Quality Monitoring and Reporting	2/15/2022
6	Surface Water Quality Monitoring and Reporting	1/15/2022
7	Tidewater Goby Post-Construction Survey and Report	6/30/2022
8	Contaminated Soil Management	12/31/2021
9	Asbestos Cement Pipe Removal Monitoring	12/31/2021
10	Halaco Contaminated Groundwater Migration Monitoring and Reporting	3/31/2022
11	Final Construction Monitoring Report	6/30/2022

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:	\$ <u>155,700</u>
Maximum Fees for Extra Services:	\$ <u>20,462</u>
Maximum Reimbursement for Expenses:	\$ <u>48,922</u>
 Total Amount Not to Exceed:	 \$ <u>225,084</u>

2. Fees for Basic Services

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

☒ an **hourly rate** compensation, for actual hours of Basic Services performed that is based upon the hourly rates set forth in the following Rate Table, which rates shall remain fixed for the duration of the contract, not to exceed the **maximum fee amount of \$155,700**. The maximum fees for the respective tasks identified in Exhibit A as well as the total maximum fee amount are shown in the below Task Table. In no case shall a fee for a specific task exceed that listed below without prior written approval by AGENCY. Rates to be charged are identified in the Rate Table listed below.

Rate Table

Item	Position/Equipment	Unit	Regular ¹	Prevailing ²	Travel ³
1	Principal Professional	Hr	\$160	n/a	No
2	Senior Professional	Hr	\$140	n/a	Yes
3	Project Professional	Hr	\$115	n/a	Yes
4	Staff Professional	Hr	\$ 95	n/a	Yes
5	GIS Specialist	Hr	\$110	n/a	No
6	Water Quality Meter	Day	\$ 25	n/a	No
7	Photoionization Detector	Day	\$120	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.

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Task Table

Task	Description	Maximum Fee
1	Pre-Construction Meetings	\$690
2	Submittal of Qualifications & Environmental Education Program	\$1,340
3	Pre-Construction Biological Surveys and Report	\$1,480
4	Biological Resources/Permit/CEQA Compliance Construction Monitoring	\$63,090
5	NPDES Groundwater Quality Monitoring and Reporting	\$12,740
6	Surface Water Quality Monitoring and Reporting	\$12,380
7	Tidewater Goby Post-Construction Surveys and Reports	\$3,280
8	Contaminated Soil Management	\$17,765
9	Asbestos Cement Pipe Removal Monitoring	\$3,470
10	Halaco Contaminated Groundwater Migration Monitoring and Reporting	\$31,845
11	Final Construction Monitoring Report	\$7,620
Total		\$155,700.00

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 \$20,462**.

4. Delays

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

5. Reimbursable Expenses

CONSULTANT shall be reimbursed a sum for the following reasonable out-of-pocket expenses that are incurred and paid for by CONSULTANT in furtherance of performance of its obligations under this contract, but only to the extent that such expenses are directly related to CONSULTANT's services hereunder and do not exceed the **maximum reimbursable amount of \$48,922**:

(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, or the completed task for which payment of the fixed fee provided for in this Exhibit C is requested, as applicable, and (ii) receipts for all authorized reimbursable expense, along with the written AGENCY authorization for any specific reimbursable expenses requested for payment, if required above.

When invoicing for Extra Services, CONSULTANT shall clearly mark on the Invoice Form which services are Extra Services and keep those services separate from 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:

PWA.consultantinvoices@ventura.org

Payment Schedule

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

Timely Invoicing

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

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

End of Exhibit C