

**PROFESSIONAL SERVICES CONTRACT AE20-060**  
**with Stantec Consulting Services Inc.**

*Ventura County Waterworks District No. 1 Water Master Plan and UWMP Updates*

*(Project No: P6031421)*

This contract is made and entered into this 15<sup>th</sup> day of September 2020 by and between the Ventura County Waterworks District #1, hereinafter referred to as AGENCY, and Stantec Consulting Services Inc., hereinafter referred to as CONSULTANT, regarding CONSULTANT's performance of the work and services described in Exhibit A hereto (the "Work"). CONSULTANT, or a principal of the firm, is registered, licensed or certified by the State of California as a Civil Engineer, number 76574.

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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**PROFESSIONAL SERVICES CONTRACT AE20-060**

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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:**

Stantec Consulting Services Inc.

**AGENCY:**

Ventura County Waterworks District #1

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
11-2167170

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Vendor Number



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**Professional Services Contract AE20-060**

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**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 update the Ventura County Waterworks District No. 1's 2008 Water Master Plan and 2015 Urban Water Management Plan.

**2. Basic Services**

The following Basic Services shall be performed by CONSULTANT:

**Task 1 – Project Management, Quality Assurance/ Quality Control, and Meeting****1.1 Preparation of Project Status Reports**

CONSULTANT shall prepare status updates and a monthly report to the AGENCY summarizing the activities accomplished during the previous month, schedule and critical items.

**1.2 Meetings and Workshops**

CONSULTANT shall organize, attend and conduct meetings and workshops. It is anticipated that progress meetings will be required at a minimum of every other week throughout the duration of the project to review project management and technical issues. CONSULTANT shall prepare meeting agendas and materials. CONSULTANT shall prepare and circulate draft meeting minutes to the AGENCY for review and comment.

**Deliverables**

- Meeting Agendas
- Meeting Minutes
- Status Update Briefings
- Monthly Status Reports

**Task 2 – Data Collection and Review****2.1 Review Reports**

CONSULTANT shall review available documentation related to the AGENCY's water, sewer, recycled/non-potable water, record drawings, Water Mater Plan Update dated 2008, the 2015 Urban Water Management Plan, water production records, population and growth/development projections and other relevant data.

**2.2 Review of GIS Data**

CONSULTANT shall review the existing GIS geodatabase of the AGENCY's data base. CONSULTANT shall use tools within InfoWater to verify the connectivity of the AGENCY's pipeline geodatabase as an initial phase of the model build. CONSULTANT shall identify and resolve connectivity issues as necessary to build a model. CONSULTANT shall examine GIS discrepancies in the model and notify the AGENCY of GIS discrepancies.

**2.3 Collect Billing, Land Use, Calibration, and Facility Data**

CONSULTANT shall collect most recent available general plan land use, current zoning, land use information and specific plans to project future demands for the AGENCY's service area.

- **Billing Data:** CONSULTANT shall use water production and monthly billing information for the previous five years' (up to 10 years if available) data, evaluate trends for water supply over the period of available data, calculate a trend in existing production and estimate percent reductions or additions for wet and dry years.

- CONSULTANT shall obtain existing and future land use and land planning information for areas within the AGENCY's service area. CONSULTANT shall collect available information of proposed developments within the AGENCY's service area and utilize land use and billing data to identify vacant parcels within the AGENCY's service area.
- CONSULTANT shall obtain the following information from AGENCY's SCADA system over a two-week period at hourly or smaller (15-minute) time intervals, for use in calibration:
  - Suction pressure, discharge pressure, and flow at pump stations
  - Reservoir levels and flow;
  - Upstream and downstream pressures and flow at turnouts;
  - Flow and pressure data at pressure reducing valves (PRVs)
  - Level, flow, and discharge pressure at well sites.
  - Water purchase data

CONSULTANT shall review the monthly production, billing data and SCADA data for periods to reflect the minimum, maximum and average demand for the service area, as well as a period chosen for calibration.

- CONSULTANT shall review facility controls and operation data such as pump curves, set points and standard and emergency operation protocols for the potable water system.

#### 2.4 Update Population Projections

CONSULTANT shall update population and employment projections for the AGENCY's service area based on the 2020 Census data. CONSULTANT shall compare the updated population projections with the AGENCY's 2015 Urban Water Management Plan. CONSULTANT shall finalize the population projections after obtaining inputs from the AGENCY.

#### 2.5 Estimate Future Demands Based on Land Use

CONSULTANT shall create a projection of future demand including on duty, maximum day demand and peak hour factors for AGENCY's service area for 5, 10, 20, and 25-year planning horizons using the population projection, future density assumptions and agricultural estimates.

#### 2.6 Conduct Data Gap Analysis

CONSULTANT shall conduct a data gap analysis by comparing all data collected and analyzed in Task 2.1 through Task 2.5 with data needed to develop the hydraulic water distribution model and the Water Master Plan. CONSULTANT shall identify additional data needs and determine their priorities based on needs. CONSULTANT shall develop backup plan (e.g. assumptions) if such missing data cannot be obtained feasibly. CONSULTANT shall evaluate the impacts of not having the data.

#### Deliverables

- Inventory of the data assembled for this project in electronic format specifying the source of data, the format used (electronic or hardcopy), and general purposes of its use within the project.
- Tabulation of population projections and water demands in five-year increments for the next 25 years.
- A data gap analysis letter memorandum

### **Task 3 – Hydraulic Model for Water Master Plan**

#### 3.1 Update Hydraulic Model

CONSULTANT shall develop a hydraulic water distribution model (including all pressure zones) which is designed to interface with AutoCAD software, and integrates fully with ArcGIS. CONSULTANT shall create a hydraulic model in InfoWater by Inovyze. The geospatial representations of the model shall be built from the AGENCY's existing water system base maps in GIS and previous models.

CONSULTANT shall develop a single hydraulic model consisting of all AGENCY owned water pipelines which are 6-inches in diameter and larger (excluding service laterals), close a loop pipelines, reservoirs, pump stations, wells, turnouts, pressure reducing stations and interagency connections. The water model's coordinate system shall be the same as used by the GIS database. Pipe roughness factors shall be estimated and adjusted during model calibration. Data developed as part of this project shall be transferrable between the computer mode and the AGENCY's existing GIS database.

CONSULTANT shall run a detailed QA/QC routine on the converted GIS data to verify model topology/connectivity and to ensure all key attributes are present and accurate, including facility elevation data, current pump data and pump curves, altitude and pressure reducing valve settings, pump control settings, reservoir dimensions and water supply capacity parameters.

CONSULTANT shall create four model scenarios in compliance with criteria defined in Ventura County Waterworks Manual v.2 and California State Division of Drinking Water and AWWA standards for AGENCY's review:

- Average Day Demand (Steady-State)
- Maximum Day plus Fire Flow Demand (Steady-State)
- Peak Hour Demand (Steady-State)
- 72-hour Maximum Day Demand (Extended Period Simulation)

CONSULTANT shall develop 24-hour diurnal patterns based on SCADA data to support the extended period simulation.

CONSULTANT shall analyze the existing water supply and consumption data to determine the appropriate calibration time period to use for each model run.

### 3.2 Hydrant Testing Location Map

CONSULTANT shall identify hydrant testing locations with known problems or areas that have seen changes in demands and provide hydrant information and testing forms. AGENCY will conduct and provide hydrant test results to CONSULTANT in an electronic PDF format.

### 3.3 Model Calibration

CONSULTANT shall calibrate the model within 5 psi of field data for both the steady-state conditions and an extended period simulation (EPS). For the steady-state calibration, CONSULTANT shall use the data from fire hydrant flow tests. The EPS calibration shall be based on a 72-hour period where SCADA information is available.

The hydraulic modeling output data shall be presented in graphical format with the corresponding SCADA data.

### 3.4 Develop Planning and Evaluation Criteria

CONSULTANT shall review and update the AGENCY's existing planning and design criteria for evaluation of the service area. Planning criteria shall consist of minimum/maximum system pressure, fire flow requirements, minimum/maximum velocities, head-loss criteria, fire flow requirements, reservoir storage, pressure reducing stations and booster pump station operating guidelines and requirements.

CONSULTANT shall check the State's regulatory agency and estimate if there is potential on change of current regulatory requirements. Any potential change shall be incorporated into future planning and evaluation criteria, after discussing with the AGENCY.

### 3.5 Existing System Capacities Assessment

CONSULTANT shall evaluate the water system using the calibrated hydraulic model to determine its capacity to deliver water under average day, peak hour and maximum day plus fire flow demand conditions. The following system infrastructure shall be evaluated for capacity-related deficiencies:

- Reservoirs

- Pump stations
- Pipelines
- Pressure relief valves (PRVs)
- Flow control valves (FCVs)

The following model criteria shall be evaluated:

- Average day demands
- Peak hour demands (during maximum day)
- Maximum day demand plus fire flow (evaluated at fire flow junctions)
- Pipe velocities and head loss

CONSULTANT shall evaluate storage and supply capacities to see these meet operational and regulatory requirements. CONSULTANT shall develop solutions for the existing deficiencies identified and test each solution prior to selecting recommendations.

### 3.6 Future System Capacities Assessment

CONSULTANT shall add the future (5,10, 20 and 25-year) water demands (from Task 2) into the existing model and use the existing 5 year and 25-year demands to evaluate the model for maximum day, peak hour, and maximum day plus fire flow demand scenarios.

CONSULTANT shall use the future water model to develop improvement recommendation and size the proposed facilities to meet future demands and address the future capacity deficits identified. The list of future projects shall be prepared by CONSULTANT.

### 3.7 Capital Improvement Program (CIP)

#### 3.7.1 Projects Prioritization

CONSULTANT shall review each proposed improvement recommendation and list of projects identified in Task 3.6. CONSULTANT shall prioritize these projects in order of importance and suggested dates for construction assigned. Triggering criteria shall be established (including Ventura County Waterworks Manual v.2 criteria) for prioritizing or phasing of future improvements. Dependencies and conflicts between projects within shall be defined. A short-term plan and temporary modification shall be developed to address immediate needs until programmed improvements can be constructed.

CONSULTANT shall schedule workshops to review the screening process, revise the results as needed, and gain agreement on which projects that may need to be analyzed further through modeling, assessment, costs estimating and other subsequent more detailed studies.

#### 3.7.2 Prepare Cost Estimates

CONSULTANT shall prepare planning level cost estimates for each project.

### 3.8 Water Master Plan

CONSULTANT shall prepare a draft report presenting findings from the model update and analysis, and CIP for AGENCY's review.

Upon receipt of the AGENCY's final comments, CONSULTANT shall incorporate agreed upon comments and prepare a final report

### 3.9 Sedaru Modeling Deployment

CONSULTANT shall team up with Sedaru to upload the hydraulic model on the Sedaru platform. Sedaru will perform the following task items:

#### A. Project Management

Project management includes communication by email and conference calls.



**B. Sedaru Modeling Configuration**

CONSULTANT shall provide Sedaru a running model in the InfoWater platform at the conclusion of the CONSULTANT's model build task. This task shall include 1-year license to Sedaru Modeling with one additional user.

**C. Sedaru Modeling Scenario Loading**

Sedaru will review and load up to 2 steady-state and 1 extended period simulation EPANET compatible hydraulic modeling scenarios. At the conclusion of the CONSULTANT's model evaluation task, CONSULTANT shall provide the final model in InfoWater for loading into the Sedaru platform. This task shall include all steps needed to verify proper translation of the model into the Sedaru platform, confirmation of model run and proper functioning of selected (2) steady-state and (1) ES scenarios in the Sedaru software.

**Deliverables**

- Hydrant Testing Location Map and Hydrant information in electronic PDF
- Workshop material
- Five hardcopy draft Water Master Plans and one electronic PDF
- Five hardcopy final Water Master Plans and one electronic PDF

**Task 4 – Urban Water Management Plan Report**

CONSULTANT shall compile Urban Water Management Plan (UWMP) using the California Department of Water Resources (DWR) guidelines.

**4.1 Review Previous Studies and Relevant Data**

CONSULTANT shall review the following for UWMP preparation:

- Historical weather data (temperature, precipitation, ETo) for the previous 10 years of record.
- Most recent projections from the Ventura Council of Governments (VCOG)
- Current development status list (will-serve letters)
- Current land use maps, general plans and specific plans
- Updated timing of proposed developments
- Historical metered water consumption records by customer class (monthly consumption, number of meters) for the previous 10 years of record
- Historical monthly water production by source for the previous 10 years of record
- Water supply capacity by source
- Documentation of water rights and supply entitlements
- Ventura County Waterworks District Rules and Regulations
- Ventura County Waterworks District No. 1 Water Quality Report– Moorpark
- 2015 Urban Water Management Plan, Ventura County Waterworks District No. 1
- 2015 Agricultural Water Management Plan, Ventura County Waterworks District No. 1
- Ventura County Waterworks District No. 1 (Moorpark) Rate Report – Final
- Previous Water and Sewer Master Plans

**4.2 Establish Agency and Stakeholder Coordination**

CONSULTANT shall work with AGENCY staff to develop an outreach program to coordinate the preparation of the UWMP as outlined below:

- Development of an outreach program
- Notification Letter to the stakeholders on updating the UWMP and request of their planning information for inclusion in the plan.

CONSULTANT shall maintain a list of stakeholders and shall distribute meeting agendas, notes, and other notices in accordance with the UWMP requirements to the stakeholders.

#### 4.3 UWMP 2020 Update

CONSULTANT shall prepare report to comply with Water Code §10631(b) requirement of water suppliers to identify and quantify existing and planned water sources available over the next 20 years in the UWMP updates. CONSULTANT shall complete the following subtasks leading to a 2020 UWMP report.

##### 4.3.1 Evaluate Existing Water Supplies

CONSULTANT shall prepare the following descriptions of each existing water source:

- Historical monthly and annual usage (2010-2019)
- Projected supply over the next 20 years in normal, single dry and multiple dry years
- Contracts, water rights or other proof for the expected supply
- Supply reliability and vulnerability to seasonal or climatic shortage
- Water quality summary
- Cost of purchased and produced water

##### 4.3.2 Future Water Supply Opportunities

CONSULTANT shall prepare report to comply with Water Code §10631(b) requirement of the water supplier to identify and quantify planned sources of water. CONSULTANT shall revisit and update options presented in the 2015 UWMP and identify additional supply options to be considered in meeting future demands for the next 20 years.

CONSULTANT shall prepare descriptions of the currently planned water supply projects as provided by the AGENCY

CONSULTANT shall prepare report to comply with Water Code §10631(d) requirement of water suppliers to describe opportunities for short- or long-term water transfers or exchanges. CONSULTANT shall summarize existing water transfers conducted by the AGENCY. Other opportunities for water transfers or exchanges shall be identified based on the review of available data and feedback from the AGENCY.

CONSULTANT shall prepare report to comply with Water Code §10631(i) requirement of water suppliers to describe opportunities for development of desalinated water including ocean water, brackish water and groundwater as a long-term supply. CONSULTANT shall identify and describe such opportunities.

CONSULTANT shall prepare report to comply with Water Code §10631(h) requirement of water suppliers to include a description of all water supply projects that may be undertaken to meet the total projected water use. Stantec shall review the 2015 UWMP results and make necessary adjustments to the recommended water supply projects as described by the AGENCY.

##### 4.3.3 Develop 20-year Demand Projections:

CONSULTANT shall prepare report to comply with Water Code §10631(e) requirement of water suppliers to quantify past, current and projected water use in five- year increments for the next 20 years. Stantec shall document historical usage and prepare updated water usage projections through year 2040. The following subtasks shall be performed:

- Document Population Growth Projections:

CONSULTANT shall document the historical population for the past 20 years and the projected population, housing and employment growth for the Agency's service area through 2040. The projections shall be based on the most current VCOR projections and shall be adjusted to match the AGENCY service area. Growth projections shall be tabulated in the report.

- Document Land Use Plans:

CONSULTANT shall review the current general plans and relevant specific plan of the AGENCY and neighboring cities to update the current demand projections and timing for these plans. The timing of projected developments shall be based on the AGENCY's current development status reports and readily available information from City and County planning departments.

- Document historical water usage by user class:

CONSULTANT shall update the historical water billing data from the previous UWMP using monthly billing data from 2015 through 2019. CONSULTANT shall update water consumption statistics such as mean, median standard deviation, and percentiles per meter by user class.

- Update Indoor/Outdoor and Seasonal Demand Analysis:

CONSULTANT shall use updated climate and water usage data to update the indoor/outdoor and seasonal water demand analysis presented in the previous UWMP.

- Develop Water Demand Factors:

CONSULTANT shall review existing water demand factors used in previous planning documents and compare with the recent water usage data.

- Prepare 25-yr Water Demand Projections:

Using growth projections, the land use plans and planned development information, CONSULTANT shall prepare an updated water demand projection for the period of 2020-2040 using the water demand factors.

#### 4.3.4 Document Existing Water Conservation Measures

CONSULTANT shall prepare report to comply with Water Code §10631(f) requirement of water suppliers to provide a description of their water demand management measures (DMMs) including 1) a description of each DMM currently being implemented or scheduled for implementation, 2) a schedule for implementing all DMMs, 3) a description of the methods used to evaluate the effectiveness of DMMs, and 4) an estimate of existing conservation savings and the effect of the savings on the supplier's ability to further reduce demand.

CONSULTANT shall review SB X7-7 requirement of all public water agencies to implement appropriate conservation measures to reduce their water demands by 20 percent by year 2020. CONSULTANT shall review that per capita water use and report the County's progress in achieving SB X7-7 goals established in the previous UWMP.

CONSULTANT shall prepare a summary of the current BMP implementation. CONSULTANT shall review the BMPs and make general recommendations to the AGENCY for future BMP implementation.

#### 4.3.5 Evaluate Demand Management Measures

CONSULTANT shall review current demand measurement measures and make general recommendations for additional measures for implementation.

#### 4.3.6 Summarize Recycled Water Plan

CONSULTANT shall extract relevant information from previous recycled water plans and supporting planning documents and incorporate the following information in the UWMP report:

- Description of the wastewater collection and treatment systems in the supplier's service area,
- Amount of wastewater collected and treated and the methods of wastewater disposal.

- Quantity of treated wastewater that meets recycled water standards, is being discharged and is otherwise available for use in a recycled water project.
- Description of the type, place and quantity of recycled water currently being used in the supplier's service area.
- Description and quantification of the potential uses of recycled water, consisting of agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge and other appropriate uses and a determination with regard to the technical and economic feasibility of serving those uses.
- Projected use of recycled water within the supplier's service area at the end of 5, 10, 15 20 and 25 years and a description of the actual use of recycled water in comparison to uses previously projected.
- Description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.
- Description of any plans for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards and to overcome any obstacles to achieving that increased use.

#### 4.3.7 Summarize Current and Projected Water Supply Plan

CONSULTANT shall prepare assessment to comply with Water Code §10635 requirement of a water supplier to assess water supply reliability during normal, dry and multiple dry years. This assessment shall compare the total water supplies available to the AGENCY with the total projected demand over the next 25 years. CONSULTANT shall perform the following subtasks to prepare this assessment and develop a recommended plan.

CONSULTANT shall compare the existing water supplies with the projected water demands and indicate the timing and magnitude of the AGENCY's water supply needs for additional supplies in five-year increments between 2020 and 2040 in normal, single dry and multiple dry years.

CONSULTANT shall prepare assessment to comply with Water Code §10634 requirement that an UWMP include information relating to the quality of existing water sources and the manner in which quality affects water management strategies and supply reliability. CONSULTANT shall prepare a discussion of important water quality factors that affect or could affect existing water supplies and shall quantify, to the extent practicable, the potential effect that quality degradation could have on supply reliability.

CONSULTANT shall summarize the preferred water supply plan and shall document the projected supply reliability for normal, single dry year and multiple dry years in five-year increments from 2020 through 2040.

#### 4.3.8 Review and Update Water Shortage Contingency Plan

CONSULTANT shall prepare assessment to comply with Water Code §10632 requirement of water suppliers to provide an urban water shortage contingency analysis that consists of:

- Stages of action in response to water supply shortages of up to 50 percent
- An estimate of the minimum available water supply in the next three years based on the driest three-year historical sequence
- Actions to be taken to prepare for and implement during catastrophic water supply interruptions
- Mandatory water use prohibitions during shortages
- Consumption reduction methods in the most restrictive stages
- Penalties or charges for excess usage



- An analysis of revenue impacts of each action including measures to overcome those impacts.

CONSULTANT shall review the existing water shortage contingency plan and make appropriate revisions consistent with AGENCY and regional water shortage contingency plans.

#### 4.4 Prepare UWMP Report

CONSULTANT shall prepare the 2020 UWMP report for the AGENCY summarizing the results of Task 4 in consistent with the DWR's 2020 UWMP guidelines. Supplemental information developed as part of the water supply update shall be documented in appendices to the UWMP report.

##### 4.4.1 Prepare Administrative Draft Report

CONSULTANT shall prepare an administrative draft report and submit an electronic copy (MS Word) to the AGENCY for review. The AGENCY will provide review comments within two weeks of submission. CONSULTANT shall schedule a teleconference to discuss AGENCY's comments on the administrative draft.

##### 4.4.2 Prepare Public Draft Report

CONSULTANT shall incorporate comments received on the administrative draft report and prepare a public draft 2020 UWMP Update. The public draft report will be made available for review at the AGENCY's office, on the AGENCY's web site and through e-mail to interested parties.

##### 4.4.3 Prepare and Submit Final Report

Following the public hearing on the draft 2020 UWMP Update, CONSULTANT shall make revisions as appropriate and prepare the Final 2020 UWMP Update, addressing issues described on DWR's UWMP "Review for Completeness" form. CONSULTANT shall also append the "Review for Completeness" to the Final 2020 UWMP report.

#### Deliverables:

- Administrative draft UWMP Report, one electronic MS Word
- Five hardcopies of public draft UWMP Report and one electronic PDF
- Five hardcopies of final UWMP Report and one electronic PDF

### **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. AGENCY Services**

AGENCY will provide or accomplish the following:

1. Available information as to the requirements of the services to be provided by CONSULTANT under the contract including water, sewer, recycled/non-portable water, record drawings, Water Master Plan Update dated 2008, the 2015 Urban Water Management Plan, water production records, monthly billing information for the previous five years, population and growth/development projections and other relevant data.
2. Review documents submitted by CONSULTANT and provide comments, direction, or approval as needed in a timely manner.
3. AGENCY will provide Informational data on facility controls and operational data including pump curves, set points, standard and emergency operation protocol for the potable water system.
4. AGENCY will provide Monthly production and billing data and SCADA data
5. AGENCY will provide electronic pdf copies of
  - a. Recycled water master plan
  - b. Currently planned water supply projects
  - c. Fire flow hydrant test data
  - d. Ventura County Waterworks Manual V.2

End of Exhibit A

**EXHIBIT B - TIME SCHEDULE**

**1. Schedule**

All Work on this contract shall be completed by 9/30/2021.

CONSULTANT shall complete intermediate tasks as follows:

**Task Table**

<b>Task</b>	<b>Description</b>	<b>Due Date</b>
1	Project Management, Quality Assurance/ Quality Control, and Meetings	9/30/2021
2	Data Collection and Review	3/15/2021
3	Hydraulic Model for Water Master Plan	9/30/2021
4	Urban Water Management Plan Report	9/30/2021

**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>262,670.00</u>
Maximum Fees for Extra Services:	\$ <u>0.00</u>
Maximum Reimbursement for Expenses:	\$ _____
 Total Amount Not to Exceed:	 \$ <u>262,670.00</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 \$262,670.00**. The maximum fees for the respective tasks identified in Exhibit A as well as the total maximum fee amount are shown in the below Task Table. In no case shall a fee for a specific task exceed that listed below without prior written approval by AGENCY. Rates to be charged are identified in the Rate Table listed below.

**Rate Table**

Item	Position/Equipment	Unit	Regular <sup>1</sup>	Prevailing <sup>2</sup>	Travel <sup>3</sup>
1	Performance Improvement Consultant	Hour	\$234.00	\$0.00	No
2	Project Manager	Hour	\$209.00	\$0.00	No
3	Modeling Lead	Hour	\$219.00	\$0.00	No
4	Project Engineer	Hour	\$209.00	\$0.00	No
5	Staff Engineer	Hour	\$185.00	\$0.00	No
6	Technical Assistant	Hour	\$159.00	\$0.00	No
7	Administrative Assistant	Hour	\$113.00	\$0.00	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	Project Management, Quality Assurance/ Quality Control, and Meetings	\$58,374.00
2	Data Collection and Review	\$34,690.00
3	Hydraulic Model for Water Master Plan	\$118, 626.00
4	Urban Water Management Plan Report	\$50,980.00
Total		\$262,670.00

### 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 \$0.00**.

#### **4. Delays**

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

#### **5. Reimbursable Expenses**

CONSULTANT shall be reimbursed a sum for the following reasonable out-of-pocket expenses that are incurred and paid for by CONSULTANT in furtherance of performance of its obligations under this contract, but only to the extent that such expenses are directly related to CONSULTANT's services hereunder and do not exceed the **maximum reimbursable amount of \$0.00**:

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

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

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

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

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## Professional Services Contract AE20-060

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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**

Upon receipt of a properly completed AGENCY Invoice Form (as described above) by CONSULTANT and upon approval of the Invoice Form by AGENCY, AGENCY agrees to pay CONSULTANT 95% of the maximum fee for the specific task/milestone listed in the Invoice Form no later than thirty (30) days after the AGENCY receives the Invoice Form. Upon completion and acceptance by AGENCY of the task/milestone listed in the Invoice Form, AGENCY agrees to 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 administrative 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