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**PROFESSIONAL SERVICES CONTRACT AE22-002**  
**with Pacific Advanced Civil Engineering, Inc. (PACE)**

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*Feasibility Study for Kiddie Beach Wet Weather Bacteria TMDL Compliance (Project No: P6040229)*

This contract is made and entered into this 14<sup>th</sup> day of September 2021 by and between the County of Ventura, hereinafter referred to as AGENCY, and Pacific Advanced Civil Engineering, Inc. (PACE), 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 44825.

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

**1. Scope of Work; Standard of Performance**

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

**2. Time Schedule**

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

**3. Fees and Payments**

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

**4. Termination**

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

**5. Right to Review**

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

**6. Work Product**

On completion or termination of the contract, AGENCY shall be entitled to immediate possession of, and CONSULTANT shall promptly furnish, on request, all reports, drawings, designs, computations, plans, specifications, correspondence, data and other work product prepared or gathered by CONSULTANT arising out of or related to the Work (collectively, "Work Product"). AGENCY has a royalty-free

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

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

## **7. Errors and Omissions**

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

## **8. Correction of Work**

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

## **9. Subconsulting**

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

## **10. Independent Contractor**

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

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

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

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

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

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

#### **11. Duty of Loyalty; Conflicts of Interest**

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

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

## **12. Defense and Indemnification**

CONSULTANT agrees to defend, through attorneys approved by AGENCY, indemnify and hold harmless AGENCY and the County of Ventura (if not defined as AGENCY), and their boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitee") from and against any and all claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, "Third Party Claims"), including, without limitation, those arising from injuries or death of persons and/or damage to property, that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT or its principals, officers, employees, agents or Subconsultants in the performance of this contract. This indemnity provision does not apply to Third Party Claims arising from the sole negligence or willful misconduct of Indemnitee or to the extent caused by the active negligence of Indemnitee. CONSULTANT is not responsible for costs of defense that exceeds its proportionate percentage of fault and to the extent CONSULTANT paid costs of defense in excess of its proportionate percentage of fault before such percentage was determined, it is entitled to reimbursement in accordance with Civil Code section 2782.8, subdivision (a). CONSULTANT shall not settle or otherwise compromise a Third-Party Claim covered by this section without AGENCY's advance written approval.

## **13. Insurance Requirements**

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

- iv. Professional liability (errors and omissions) insurance shall provide a minimum of \$1,000,000.00 coverage per claim and \$2,000,000.00 in annual aggregate coverage.

If CONSULTANT maintains higher limits than the minimums shown above, AGENCY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to AGENCY.

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

#### **14. Claims and Disputes**

- a. Administrative Review. Prior to filing a complaint in arbitration against AGENCY seeking payment of money or damages regarding the Work, an extension of contract time, or an interpretation or adjustment of the terms of this contract, including "pass-through" claims

asserted by CONSULTANT on behalf of a Subconsultant (collectively referred to hereinafter as "claim"), CONSULTANT shall first exhaust its administrative remedies by attempting to resolve the claim with AGENCY's staff in the following sequence: 1) Project Manager, 2) Deputy Director of Public Works ("Department Director") and 3) Director of Public Works Agency ("Agency Director"). CONSULTANT shall initiate the administrative review process no later than 30 days after the claim has arisen by submitting to the Project Manager a written statement describing each claim and explaining why CONSULTANT believes AGENCY is at fault, as well as all correspondence and evidence regarding each claim. CONSULTANT may appeal the decision made by the Project Manager to the Deputy Director and may appeal the decision made by the Deputy Director to the Agency Director, provided that AGENCY receives such appeal in writing no later than seven days after the date of the decision being appealed. If CONSULTANT does not appeal a decision to the next level of administrative review within this seven-day period, the decision shall become final and binding and not subject to appeal or challenge.

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

#### **15. Compliance with Laws and Regulations; Permits and Licenses**

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

#### **16. Prevailing Wage Requirements**

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

**17. Miscellaneous**

- a. Entire Understanding. This contract is an integrated agreement and constitutes the final expression, and the complete and exclusive statement of the terms of, the parties' agreement with respect to the subject matter hereof. This contract supersedes all contemporaneous oral and prior oral and written agreements, understandings, representations, inducements, promises, communications or warranties of any nature whatsoever, by either party or any agent, principal, officer, partner, employee or representative of either party, with respect to the subject matter hereof. Without limiting the foregoing, CONSULTANT acknowledges that no representation, inducement, promise or warranty not contained in this contract will be valid or binding against AGENCY.
- b. No modification, waiver, amendment or discharge of this contract shall be valid unless the same is in writing and signed by duly authorized representatives of both parties.
- c. Nonassignability. CONSULTANT will not assign this contract or any portion thereof to a third party without the prior written consent of AGENCY, and any attempted assignment without such prior written consent will be null and void and will be cause, at AGENCY's sole and absolute discretion, for immediate termination of this contract. AGENCY may withhold its consent to assignment at its discretion. In the event AGENCY consents to assignment, the obligations of CONSULTANT hereunder shall be binding on CONSULTANT's assigns.
- d. Third Party Beneficiaries. Except for indemnitees under sections 10.e and 12 above, this contract does not, and the parties to this contract do not intend to, confer a third party beneficiary right of action on any third party whatsoever, and nothing set forth in this contract will be construed so as to confer on any third party a right of action under this contract or in any manner whatsoever.
- e. Time limits stated herein are of the essence.
- f. Governing Law; Venue. This contract is made and entered into in the State of California and shall, in all respects, be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein. The venue for any action, suit, arbitration, judicial reference or other proceeding concerning this contract shall be in Ventura County, California.
- g. All notices, requests, claims, and other official communications under the contract shall be in writing and transmitted by one of the following methods:
  - (1) Personal delivery.
  - (2) Courier where receipt is confirmed.
  - (3) Registered or certified mail, postage prepaid, return receipt requested.

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

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

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



**PROFESSIONAL SERVICES CONTRACT AE22-002**

- h. Further Actions. The parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this contract.
- i. Legal Representation. Each party warrants and represents that in executing this contract, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the party has read the terms of this contract and had their consequences (including risks, complications and costs) completely explained to the party by the party's attorneys (or had a reasonable opportunity to do so); and that the party fully understands the terms of this contract. Each party further acknowledges and represents that the party has executed this contract freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this contract.
- j. No Waiver. Failure by a party to insist upon strict performance of each and every term, condition and covenant of this contract shall not be deemed a waiver or relinquishment of the party's rights to enforce any term, condition or covenant.
- k. Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties intend, and it shall be so deemed, that the remaining provisions of this contract shall continue in full force without being impaired or invalidated in any way. If such provision is held to be invalid, void or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- l. Interpretation of Contract. For purposes of interpretation, this contract shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the contract. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this contract. Where appropriate in the context of this contract, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or neuter.
- m. Counterparts. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same contract.

**CONSULTANT:**

Pacific Advanced Civil Engineering, Inc. (PACE)

**AGENCY:**

County of Ventura

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
33-0265538

\_\_\_\_\_  
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:

Feasibility study to achieve compliance with wet weather bacteria TMDL at Kiddie Beach in County unincorporated community of Silver Strand. The CONSULTANT shall be responsible for evaluating all feasible options, selection of most effective alternative and development of conceptual plans. The CONSULTANT shall also assist the AGENCY in stakeholder and public outreach discussing options and selection of the most effective alternative to comply.

### 2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

#### **Task 1 - Review of Available Plans, Databases, and Related Documentation**

Gather and review reports, as-builts, GIS shape files, 2014 Silver Strand Pump Station Deficiency Study, and any other reports or documentation available for the San Nicholas Pump Station (SNPS), SNPS low flow diversion, storm drain system, and sanitary sewer system in Silver Strand area. Review and verify low flow diversion drainage area delineation and resolve discrepancies.

##### Deliverables

1. Technical Memorandum with summary of findings (pdf file, MS Word file, ArcView shape file, and any other associated original electronic files).

#### **Task 2 – Sewer Capacity Study**

Perform sewer monitoring within the low flow diversion drainage area for a sewer capacity study at a five (5) sewer manholes and for a period of two (2) continuous weeks. AGENCY will waive encroachment permit fees, and AGENCY will provide necessary temporary traffic control and manhole access for placement and removal of monitoring equipment.

##### Deliverables

1. Summary of sewer capacity study results and conclusions (pdf file, MS Word file, ArcView shape file, and any other associated original electronic files).

#### **Task 3 - Analysis of Alternatives to Comply with Wet Weather Bacteria TMDL at Kiddie Beach**

CONSULTANT shall identify and analyze all potentially viable options to comply with wet weather bacteria TMDL at Kiddie Beach. CONSULTANT shall consider the following wet weather TMDL compliance options: (1) Diverting all wet weather flow to the sanitary sewer by upgrading AGENCY-owned infrastructure; (2) Diverting all wet weather flow to the sanitary sewer by upgrading AGENCY-owned infrastructure and non-AGENCY-owned sanitary sewer conveyance and treatment capacity; (3) Combination of diverting wet weather flow to the sanitary sewer and/or other pump station outfalls and temporary capture, storage, and treatment; (4) Combination of diverting wet weather flow to the sanitary sewer and/or other pump station outfalls and in-line disinfection/treatment; (5) Combination of diverting wet weather flow to the sanitary sewer and/or other pump station outfalls and disinfection/treatment in SNPS vault; (6) Redistribution of wet weather flow to outfalls at the Santa Paula and Santa Monica Pump Stations; and (7) any other identified options. CONSULTANT shall use existing AGENCY hydrology and hydraulics results, along with land coverage, pollutant loadings, and other data, to establish pollutant runoff stream conditions to divert or treat. These conditions can be volumes, flowrates, hydrographs, constituent concentrations, and frequencies, allowing selection of different diversion and treatment approaches that shall provide the greatest reduction in watershed loadings and pollutant reductions given capital construction costs and long-term operations and maintenance costs, and considering regulatory constraints and community support. CONSULTANT shall then develop a matrix of the costs of various improvement alternatives versus the percentages of stormwater discharge reduction, which can be used to identify the most viable and feasible alternative. For this scope of work, AGENCY is defining wet weather flows as any flows generated within the

drainage area generated during 0.1 inches or more of precipitation and within 72 hours after the end of the eligible storm event, per the Channel Island Harbor Beaches Bacteria TMDL. Considering TMDL requirements, CONSULTANT's systematic approach to this analysis shall be an "iterative process" to estimate performance in storm drain discharge or pollution reduction at different volumes and rates of wet weather flow. Through this process, CONSULTANT shall then objectively identify an optimal design parameter to size various improvements, followed by both capital and maintenance cost estimates for each potential alternative. The AGENCY will have the ability to direct CONSULTANT to stop pursuing sewer diversion or flow redirection alternatives if new information supporting such decision becomes available. CONSULTANT shall work with the AGENCY to develop a ranking system with various essential criteria for AGENCY's approval to objectively rank each potentially viable option for further consideration. Ranking criteria should include: (1) Effectiveness of the option to reduce Bacteria TMDL loading and meet wet weather Bacteria TMDL requirements; (2) Potential to reduce or eliminate all wet weather flows from SNPS outfall; (3) Estimated capital costs; (4) Estimated long term operation and maintenance costs; (5) Estimated life cycle cost analysis; (6) Both potential positive and negative impacts to the Silver Strand community residents; (7) Potential CEQA and regulatory requirements; (8) Potential utility relocation; (9) Potential added costs from street and landscape improvements; (10) Preliminary constructability assessment; and (11) Any other identified criteria.

**Deliverables**

1. Technical Memorandum outlining potentially feasible options and ranking system and ranking criteria (pdf file with MS Word, ArcView shape files, and any other associated original electronic files).

**Task 4 - Stakeholder Outreach Plan and Public Meetings**

CONSULTANT shall work with the AGENCY to develop a strategic stakeholder outreach plan to discuss feasibility study, selection of preferred alternative, and future project outreach needs. CONSULTANT shall participate and assist the AGENCY in conducting meetings with project stakeholders and local sanitation district representatives to receive feedback regarding opportunities for wet weather diversion and to prioritize options. Three meetings may be scheduled with local sanitation district representatives and up to three meetings with AGENCY staff responsible for operation and maintenance of all three pump stations for Silver Strand community, as needed. In addition, two meetings with project stakeholders, including regulatory agencies, local municipal and sanitation agencies, non-governmental organizations, residents, interested parties, and others. CONSULTANT shall document received information and feedback regarding wet weather diversion alternatives.

**Deliverables**

1. Meeting-specific PowerPoint presentation(s) (Power Point file),
2. Meeting handouts (pdf file and any other associated electronic files),
3. Meeting minutes and records of provided feedback (pdf file); and
4. Draft and Final Stakeholder Outreach Plan (pdf file and any other associated electronic files).

**Task 5 – Development of Conceptual Plans**

CONSULTANT shall develop conceptual plans for selected option for wet weather pollutant discharge elimination and wet weather TMDL compliance. Conceptual plans shall consider sewer and storm drain system capacity, peak sewage and storm drain flows, acceptable discharge rates, and any restrictions based on time, as applicable. CONSULTANT shall conduct up to two site visits to assess site conditions. CONSULTANT shall consider preliminary permitting assessment results determined under Task 6, address potential permitting challenges, and constructability (e.g., utility location/relocation, street/landscaping improvements, etc.) to determine if the selected alternative is feasible. Conceptual plans shall include estimated planning, design, permitting, construction, and long-term operation and maintenance costs. During a site visit for planning purposes only, CONSULTANT shall conduct survey and verify sufficient grades are present for the recommended alternative. CONSULTANT shall perform a simplified desktop type of hydraulic modeling to validate the proposed concept, develop a conceptual layout of the option, and include any schematics of proposed infrastructure improvements and /or treatment systems.

layout of the option, and include any schematics of proposed infrastructure improvements and /or treatment systems.

**Deliverables**

1. Draft and final conceptual plans for the recommended alternative (pdf file, MS Word file, and any other associated electronic files).

**Task 6 – Preliminary Permitting Assessment**

CONSULTANT shall assess any permitting needs for the selected option for wet weather pollutant discharge elimination and wet weather TMDL compliance. Review will include evaluation for California Environmental Quality Act, Coastal Commission, 401 Water Quality Certification, 404 Nationwide Permit, and any other applicable regulations and permitting requirements. Prepare draft and final technical memorandum summarizing preliminary assessment of permitting and regulatory needs

**Deliverables**

1. Draft and final Technical Memorandum (pdf file)

**Task 7 – Feasibility Study Report**

CONSULTANT shall develop a feasibility study detailing the study's scope, assumptions, findings, and recommendations. For planning purposes, the study shall also address anticipated CEQA and regulatory permit requirements (i.e., Coastal Development Permit) and estimate the sum of amortized capital costs(CAPEX) and O&M cost (OPEX) for an acre-foot of water.

**Deliverables**

Draft and final feasibility study (pdf file, MS Word file, and any other associated electronic files).

**Task 8 - Project Meetings and Management**

CONSULTANT shall attend a project kickoff meeting to confirm 1) project objectives, 2) the interrelationship between objectives and work tasks, and 3) the responsibility for activities and schedule to help ensure a successful project completion. CONSULTANT shall prepare an agenda and provide it to the AGENCY's Project Manager not later than five (5) working days ahead of the meeting. After the kickoff meeting, CONSULTANT shall prepare the meeting minutes for the Project Manager to review and approve for distribution to meeting attendees. Progress Meetings shall be held on an as-needed basis, to be scheduled in advance between the AGENCY and the CONSULTANT Project Manager. CONSULTANT shall plan for up to four formal virtual meetings; however, ongoing communication and collaboration will be ongoing as needed for this effort. CONSULTANT shall provide and prepare an agenda and minutes for all progress meetings. CONSULTANT shall also provide all appropriate project management services, including internal/external communication, task management functions, and scheduling of various project activities.

**Deliverables**

1. Meeting Agenda (pdf file)
2. Meeting-specific PowerPoint presentation(s) (Power Point file),
3. Meeting handouts (pdf file and associated original electronic files)
4. Meeting Minutes (pdf file)

**3. Extra Services**

Extra Services are separate from but related to the Basic Services described above. Extra Services shall be performed by CONSULTANT only after being authorized in writing by the Project Manager for AGENCY. AGENCY's written authorization will include a statement of the Extra Services required and time schedule for completion. CONSULTANT's billing and AGENCY's payment for Extra Services shall occur pursuant to Exhibit C.

**4. County Services**

AGENCY will 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. Pay applicable encroachment permit fees.
4. Provide for traffic control and manhole access during sewer capacity study.
5. Compile and provide any available and related documentation to the CONSULTANT for their use.

End of Exhibit A

**EXHIBIT B - TIME SCHEDULE**

**1) Schedule**

All Work on this contract shall be completed by 06/30/2023.

CONSULTANT shall complete intermediate tasks as follows:

**Task Table**

<b>Task</b>	<b>Description</b>	<b>Due Date</b>
1	Review of Available Plans, Databases, and Related Documentation	12/14/2021
2	Sewer Capacity Study	12/14/2021
3	Analysis of Alternatives to Comply with Wet Weather Bacteria TMDL at Kiddie Beach	02/14/2022
4	Stakeholder Outreach Plan and Public Meetings	12/14/2022
5	Development of Conceptual Plans	04/30/2022
6	Preliminary Permitting Assessment	02/14/2022
7	Feasibility Study Report	10/30/2022
8	Project Meetings and Management	12/14/2022

**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:	\$	209,710.00
Maximum Fees for Extra Services:	\$	10,485.50
Maximum Reimbursement for Expenses:	\$	0.00
Total Amount Not to Exceed:	\$	\$220,195.50

**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 in Tasks 1, 3, 4, 5, 7, and 8 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 \$189,930.00**. 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	Sr. Project Manager	Hour	\$225	n/a	Yes
2	Sr. Project Engineer	Hour	\$185	n/a	Yes
3	Project Engineer	Hour	\$160	n/a	Yes
4	Design Engineer	Hour	\$130	n/a	Yes
5	Sr. CAD Designer	Hour	\$140	n/a	No
6	CAD Designer	Hour	\$110	n/a	No
7	GIS Analyst	Hour	\$110	n/a	No
8	Graphic Designer	Hour	\$110	n/a	No
9	Administrative Support	Hour	\$85	n/a	No
10	G.P.S. Survey Unit (w/Operator)	Hour	\$240	n/a	Yes

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	Review of Available Plans, Databases, and Related Documentation	\$ 11,370.00
3	Analysis of Alternatives to Comply with Wet Weather Bacteria TMDL at Kiddie Beach	\$ 91,370.00
4	Stakeholder Outreach Plan and Public Meetings	\$ 12,280.00
5	Development of Conceptual Plans	\$ 24,810.00
7	Feasibility Study Report	\$ 35,820.00
8	Project Meetings and Management	\$ 14,280.00
Total		\$ 189,930.00

☒ a **fixed fee** compensation, in the lump sum amount of \$ **19,780.00**, for completion of all Basic Services in Tasks 2 and 6.

**Task Table**

Task	Description	Lump Sum
2	Sewer Capacity Study	\$ 15,150.00
6	Preliminary Permitting Assessment	\$ 4,630.00
Total		\$ 19,780.00

### 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 \$ 10,485.50**.

### 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's Administrative Policy Manual (latest edition);

(v) Only if authorized in writing in advance by AGENCY, fees and costs for Subconsultant services that are not included in the Rate Tables for Basic Services or Extra Services set forth above.

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

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

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

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

## **6. Payment**

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

### **Requests for Payment**

To request payment, CONSULTANT shall complete and submit to AGENCY a Consultant Services Invoice Form that shall include, at a minimum, (i) personnel time records for Basic Services and Extra Services actually performed at the rates specified in this Exhibit C if applicable and (ii) receipts for all authorized reimbursable expense, along with the written AGENCY authorization for any specific reimbursable expenses requested for payment, if required above.

When invoicing for Extra Services, CONSULTANT shall clearly mark on the Invoice Form which services are Extra Services and keep those services separate from or Basic Services, and shall include a copy of the written AGENCY authorization for the Extra Services for which payment is requested.

CONSULTANT shall submit all invoices to:

**PWA.consultantinvoices@ventura.org**

### **Payment Schedule**

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

### **Timely Invoicing**

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

## **Professional Services Contract AE22-002**

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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