

CONSULTING SERVICES CONTRACT
AE NO. 11-21, PROJECT NO. P6031801

Moorpark Desalter

This is a contract, made and entered into this 26th day of August 2010, by and between the Ventura County Water Works District #1, hereinafter referred to as Agency, and Hopkins Groundwater Consultants, Inc., hereinafter referred to as Consultant. Consultant, or a Principal of the firm, is registered, licensed or certified by the State of California as a Geologist, Engineering Geologist & Hydrogeologist, Number PG 5695, EG 1800 & HG114.

This contract shall be administered for Agency by the Ventura County Director of Public Works or his authorized representative.

The parties hereto agree as follows:

1. Agency hereby retains Consultant to perform services as provided in the "Scope of Work and Services", attached hereto as Exhibit "A", and the "County of Ventura Public Works Agency Consultant's Guide to Ventura County Procedures" 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.
2. All work under this contract, and any portion thereof separately identified, shall be completed within the time provided in the "Time Schedule", attached hereto as Exhibit B. Agency shall issue a suspension of the contract time whenever Consultant is delayed by action or inaction of Agency and Consultant promptly notifies Agency of such delays.
3. Payment shall be made monthly, or as otherwise provided, on presentation of completed Agency claim form in accordance with the "Fees and Payment", attached hereto as Exhibit C.
4. Agency shall have the right to review the work being performed by Consultant under this contract 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 performed under this contract.
5. This contract is for the professional services of Consultant and is non-assignable by Consultant without prior consent by Agency in writing except that Consultant may assign money due or which will accrue to Consultant under this contract. If given written notice, the Agency will recognize such assignment to the extent permitted by law, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the Agency and to all deductions provided for in this contract. All money withheld, whether assigned or not, shall be subject to being used by the Agency for completion of the work, should the contract be in default. Such professional services shall be actually performed by, or shall be immediately supervised by, Consultant or a principal of the firm. In performing these professional services, Consultant is an independent contractor and is not acting as an agent or employee of Agency.

6. Agency retains the right to terminate this contract for any reason prior to completion by notifying Consultant in writing, and by paying charges accumulated prior to such termination. Subject to the provisions of paragraph 5, such charges shall be limited to the maximum fee specified in Exhibit C for completion of any separately identified phase of the work which, at the time of termination, has been started by request of Agency, plus the outstanding amount of retention withheld to date.

7. On completion or termination of contract, Agency shall be entitled to immediate possession of, and Consultant shall furnish, on request, all computations, plans, correspondence and other pertinent data gathered or computed by Consultant for this particular project prior to any termination. Neither the designs nor any of the documents prepared pursuant to this contract or any modifications thereof shall be copyrighted by Consultant or by the Agency. Consultant may retain copies of said original documents for Consultant's files. Any substantive modification of the documents by the Agency or any use of the completed documents for other projects or any use of uncompleted documents, without specific written verification by Consultant, will be at Agency's sole risk and without liability or legal exposure to Consultant.

8. Consultant is authorized to place the following statement on the drawings or specifications 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 user's sole risk."

9. If a construction change order is required as a proximate result of an error or omission of Consultant in the preparation of the construction documents pursuant to this contract, regardless of whether 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.

10. If a construction change order is required as a proximate result of Consultant's failure, in providing services pursuant to this contract, to exercise that degree of skill and care customarily exercised by similar consultants in the State of California when providing similar services with respect to similarly complex construction projects, there shall be charged to Consultant a sum equal to the amount, if any, by which the reasonable cost of implementing the work by change order exceeds the amount it would reasonably have cost to do such work had such work been a part of the originally prepared construction documents. Such charge to Consultant shall be withheld from amounts due the Consultant until payment is received as a result of court judgment, arbitration award, or negotiated settlement. Should the amounts payable be insufficient for such purpose, the excess shall be payable by Consultant to Agency. The foregoing provisions of this paragraph 10 shall not apply to any construction change order which is the direct result of either (a) an order or direction of any regulatory agency having jurisdiction in the premises which changes or reverses a previous approval given by any such regulatory agency, or (b) the non-negligent failure of Consultant to discover latent conditions in existing construction or under the surface of the ground after making a diligent effort to make such discovery.

11. During the term of this agreement Consultant shall not hire personnel currently employed by Agency to perform any work under this contract which action is considered detrimental to Agency's interests. Consultant shall promptly inform Agency of any contract, arrangement, or interest that he may enter into or have during the performance of this contract that might appear to conflict with Agency's interests. This includes contracts and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the work performed under this contract and Consultant's or Consultant's client's interest in land that might be affected

by the work performed under this contract. Consultant shall take such measures as are necessary in the performance of this contract to prevent actual conflicts of interest.

12. Consultant shall indemnify and defend Agency, and all special districts controlled by Agency, in case of claim for general liability or automobile liability resulting from the negligent performance of Consultant under this contract. Consultant shall, at Consultant's sole cost and expense and throughout the term of this contract and any extensions thereof, carry insurance to protect Consultant from claims under the Worker's Compensation Acts (Statutory Limits). Consultant shall also, at Consultant's sole cost and expense and throughout the term of this contract and any extensions thereof, carry either (1) a general liability insurance policy and an automobile liability insurance policy or (2) a single general liability insurance policy which provides coverage for general liability, and automobile liability. Said insurance for general liability shall provide \$1,000,000 each occurrence and \$2,000,000 general aggregate. Said insurance for auto shall provide either a combined single limit (CSL) of \$1,000,000. Consultant shall notify Agency immediately if the consultant's general aggregate of insurance is exceeded by valid litigated claims then additional levels of insurance must be purchased to maintain the above stated requirements. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. Consultant agrees to provide Agency with copies of certificates of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days (10 days for non-payment of premium) prior written notice being given to Agency by the insurance company or companies writing such insurance. Consultant agrees to name County of Ventura as additional insured as its interests may appear on Consultant's general liability and automobile liability insurance policies.

13. No text.

14. Disputes arising under or related to the performance of the contract shall be resolved by arbitration unless the Agency and the Consultant agree in writing, after the dispute has arisen, to waive arbitration and to have the claim or 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.

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said Chapter 4.

Where an election is made by either party to use the Simplified Claims Procedure provided under Sections 1340-1346 of said Chapter 4, the parties may mutually agree to waive representation by counsel.

Prior to filing a Complaint in Arbitration, the Consultant shall exhaust his administrative remedies by attempting to resolve his dispute with Agency's staff in the following sequence:

Project Manager
Deputy Director of Public Works
Director of Public Works (Director)

15. In accordance with Sections 1720 et seq of the California Labor Code, all personnel covered by those sections of the Labor Code, performing work during construction, alteration, demolition or repair (which includes work during the design and preconstruction phases of a

project, including but not limited to, inspection and land surveying work) shall be paid the prevailing wages for the class of work they are performing.

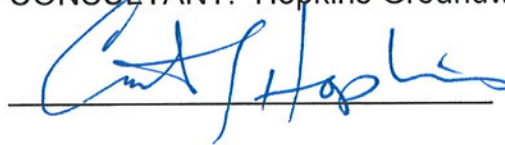
In accordance with Sections 1770 et seq. of the California Labor Code, determinations of the generally prevailing wages for various classes of workers in Ventura county have been made by the California Director of Industrial Relations as required by the California Labor Code.

As required by California Labor Code Section 1777.5 properly registered apprentices shall be employed on the work.

The determinations made by the State are on file in the office of the Public Works Agency. A copy will be furnished without cost to the Consultant.

The Consultant shall post a copy of the wage rates at each jobsite at a location readily available to workers.

CONSULTANT: Hopkins Groundwater Consultants, Inc.

A handwritten signature in blue ink, appearing to read "Chris Hopkins", is written over a horizontal line.

Social Security or
Taxpayer I. D. No. 77-0581528

AGENCY: Ventura County Water Works District #1

By 
Deputy Purchasing Agent

A handwritten signature in blue ink is written over a horizontal line.

EXHIBIT A - SCOPE OF WORK AND SERVICES

1. Project Description

The AGENCY intends to:

Construct a well field that shall provide raw water supply to the proposed desalination facility near the City of Moorpark. The facility is anticipated to produce up to 3500 gallons per minute (gpm) of treated water.

The Project Study shall include compilation and evaluation of available hydrogeological data and development of site specific data through test hole drilling, logging, test well construction and production testing, hereinafter called the PROJECT.

CONSULTANT shall exercise CONSULTANT'S best judgment, guided by consultation with AGENCY, in determining the optimum balance between the needs of AGENCY, aesthetics, methods for completing the PROJECT, quality, and the funds available for completing the PROJECT.

CONSULTANT shall assist AGENCY in establishing the exact requirements for the project and perform the professional services necessary to satisfactorily complete the project.

2. Basic Services

The following services shall be performed by CONSULTANT:

Task 1 – Site Selection and Constraint Review

Consultant shall assist the Agency in identifying locations for test sites based on property ownership, Agency property (easements), and logistical constraints. The Site Constraint Review shall become the basis for the preliminary siting of Three (3) engineering test holes, one (1) nested monitoring well, and two (2) test wells that shall be drilled to develop site specific hydrogeological data. Site Constraint Review shall include identifying distances between the test site locations, existing overhead and subsurface utilities, and physical and regulatory constraints related to groundwater discharge generated during the test pumping of the test wells. The findings of test site selection process shall be summarized in a letter for use by the Agency.

Task 2 – Test Hole/Well Permitting

Prior to test hole drilling, Consultant shall assist Agency staff with completing applications for engineering test hole and well construction permits from the Ventura County Watershed Protection District (VCWPD) which shall identify borehole sealing requirements. The wells are anticipated to be located on parcels owned by three (3) separate owners which shall dictate the number of permits required.

Task 3 – Project Plans, Specifications and Bid Services

Consultant shall prepare the Special Provisions section of the Project Bid Document Package that shall be required to solicit bids from qualified construction contractors. The Special Provisions section shall include thorough specifications and requirements for the: a) drilling process to be used, b) drilling fluids properties to be maintained, c) the borehole geophysical logs required, d) the type of materials and installation methods to be used, e) the well development procedures to clean the two (2) test wells and gain production, and f) the final testing of the wells that shall provide aquifer parameters and recommendations for permanent well capacity and design consideration.

Well construction specifications shall provide a detailed description of the specific materials, methods, and procedures required to accomplish the following project components:

1. Mobilization / Demobilization
2. Pilot Borehole Drilling
3. Geophysical Logging
4. Pilot Bore Reaming
5. Well Casing, Screen,
6. Gravel Pack Envelope
7. Cement Sanitary Seal
8. Mechanical Development
9. Test Pump Installation and Removal
10. Hydraulic Well Development
11. Production Testing
12. Wellhead Monument
13. Test Hole Destructions
14. Fluid Containment and Disposal
15. Site Clean-up

All well construction conditions shall be in accordance with the requirements of the State of California and the County of Ventura Watershed Protection District. The Technical Specifications document shall be provided to the Agency in hard copy and electronic Microsoft WORD format with PDF files of a well location map and a preliminary well design drawing to supplement the written text.

Consultant shall attend a pre-bid meeting with the contractors and the Agency Project Manager to answer questions about site conditions or specified materials, methods, and procedures. Consultant shall assist the Agency with preparation of any technical addendum that may be required during the bidding period to provide clarification of the work specified. Subsequently, Consultant shall assist the Agency by reviewing the formal bids and determining the lowest responsive bidder's drilling qualifications.

Task 4 - Well Construction Inspection

Preconstruction Meeting

Consultant shall participate with the Agency's Project Manager in a preconstruction meeting where construction related details shall be discussed specifically for identification and clarification of Project-critical issues prior to commencement of work.

Construction Inspection and Documentation

During well drilling and construction, and well pump testing, Consultant shall monitor contractor activities and document compliance with the construction specifications. Consultant shall provide around-the-clock (24-hour) inspection services during the drilling and well construction aspects of the project where this work schedule is required of the contractor and of the work that is critical to the ultimate performance of the well. Consultant shall coordinate with the anticipated contractor schedule to minimize unnecessary inspection time during mobilization and

demobilization, pump installation and removal, site cleanup, etc. as a measure to control contract costs.

Lithological Logging and Final Well Design

Consultant shall include lithological logging of the pilot borehole cuttings, inspection and interpretation of the geophysical electric log, collection of formation samples for conducting laboratory sieve analyses, and monitoring (and if necessary verification testing) of drilling fluid parameters. After completion of the pilot borehole, the lithological log and geophysical surveys shall be correlated to provide a basis for final design of the test wells. The final well design shall take into consideration the total depth of the shallow alluvial aquifer proposed for production.

Drilling Fluid Monitoring and Materials Inspection

During pilot borehole reaming activities the drilling fluid parameters shall be monitored more closely to prevent excessive formation damage that can be caused by drilling fluid invasion. Consultant shall monitor well construction to verify that the materials and construction methods used during well installation are in accordance with those specified.

Well Development and Testing Observations

Consultant shall observe active well development and testing procedures to document development progress and effectiveness. During well development pumping and subsequent production testing, Consultant shall instrument the pumping well with a pressure transducer and data logger (HERMIT) to obtain accurate water level readings. During production testing, the second test well shall be used as an observation well and shall be instrumented with a HERMIT and transducer to obtain time-distance drawdown data for use in estimating aquifer parameters.

Task 5 – Final Report Preparation

Consultant shall assemble a Final Report that shall present the findings, conclusions, and recommendations of the aquifer production capacity test program. The preliminary hydrogeological report shall document the feasibility of using the proposed wellfield for construction and operation of shallow well facilities. The report shall include a preliminary well design drawing(s) and identify the characteristics of the shallow aquifer zone(s) proposed for production of groundwater. Recommendations developed from this study shall subsequently be used by the Agency to develop the Project Plans and Specifications for the Agency's desalination facility wellfield. Six (6) bound copies and one (1) electronic copy of the Final Report shall be provided to the Agency for its use and future reference.

Task 6 – Project Management and Meetings

Consultant shall communicate regularly with Agency staff to keep the Agency's Project Manager apprised of the progress. Consultant shall participate in up to 3 meetings with the Agency to discuss the findings and obtain comments that shall help guide the finalization of the study. Consultant shall provide monthly status reports.

3. Extra Services

Extra Services are not included but are within the scope of the PROJECT and are related to the Basic Services described above. Extra Services shall be performed by CONSULTANT when ordered in writing by the Project Manager for AGENCY. The AGENCY'S written order shall include a statement of the work required and time schedule for completion. Payment for extra services performed by CONSULTANT shall be paid by AGENCY as provided in Exhibit C. Only Extra Services that are considered within the scope and intent of this contract as described herein shall be authorized.

4. County Services

The following will be provided by AGENCY:

1. Provide full information as to the requirements of the project.
2. Review documents submitted by CONSULTANT and provide comments, direction, or approval as needed in a timely manner.
3. Apply for and obtain well construction permits.
4. Agency will obtain temporary access and construction easements from land owners.

End of Exhibit A

EXHIBIT B - TIME SCHEDULE

1. Schedule

All work on this contract shall be completed by 08-01-2011.

CONSULTANT shall complete intermediate tasks as follows:

Task	Description	Due Date
1	Site Selection and Constraint Review	10-01-2010
2	Test Hole / Well Permitting	10-14-2010
3	Preparation of Project Plans, Specifications and Bid Services	11-14-2010
4	Well Construction Inspection	04-01-2011
5	Final Report Preparation	06-01-2011
6	Project Management and Meetings	06-01-2011

2. Delays

In accordance with paragraph 2 of the basic agreement, AGENCY shall issue a suspension of the contract time when CONSULTANT is delayed by any public agency reviewing documents produced by CONSULTANT under this contract, or solely due to acts or omissions of AGENCY, when CONSULTANT promptly notifies AGENCY in writing of such delays.

End of Exhibit B

Professional Services Contract AE11-021

EXHIBIT C - FEES AND PAYMENT

1. Fees

Basic Services

AGENCY will compensate CONSULTANT as specified in this Exhibit but not to exceed the maximum fee amount of \$78,075.00 to complete all PROJECT work specified in Exhibit A, using the fee schedule herein.

Extra Services (when authorized in Exhibit A)

CONSULTANT agrees to provide extra services at the rates specified in this Exhibit unless other agreements have been made in this Exhibit.

Fees for extra services shall be paid only when the work is authorized in writing by AGENCY'S Project Manager prior to the work being performed. The total amount for all Extra Services under this contract shall not exceed \$5,000.

Fee Schedule

Item	Description	Unit	Regular ¹	Prevailing ¹	Travel ²
1	Principal Professional	Hr	\$152.00		No
2	Associate Professional	Hr	\$137.00		No
3	Senior Professional	Hr	\$124.00		No
4	Project Professional	Hr	\$113.00		No
5	Staff Professional	Hr	\$102.00		No
6	Technician	Hr	\$82.00	\$123.00	No
7	Draftsman / Illustrator	Hr	\$85.00		No
8	Word Processor	Hr	\$70.00		No
9	MiniTROLL (data logger, < 100 ft)	Daily	\$100.00		No
10	HERMIT 3000 (data logger)	Daily	\$125.00		No
11	Pressure Transducer (< 400 ft)	Daily	\$65.00		No
12	Water Level Sounder	Daily	\$40.00		No
13	Grundfos RediFlo 2 sample pump	Daily	\$150.00		No
14	Electric Generator (220/110 W)	Daily	\$65.00		No

Notes: 1) The rates above include all routine general and administrative expenses including but not limited to: phone calls, travel within Ventura County, incidental photocopying, and office equipment unless otherwise expressly listed in the fee schedule above.

2) 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.

2. Payments

AGENCY will make payments to CONSULTANT as follows:

Basic Services

Payment Schedule for Tasks Paid by Time and Materials

Payments will be made monthly by AGENCY upon presentation of a properly completed AGENCY claim form by CONSULTANT. Requests for payment shall include personnel time records for work actually completed and at the rates specified in this Exhibit, copies of written authorizations for extra services or overtime, and receipts for all other items being requested for payment. Upon approval, AGENCY will pay CONSULTANT according to the table below but not to exceed 90% of the maximum fee provided for herein for the specific task until the completion of that task has been accepted by AGENCY.

Professional Services Contract A 11-021

Task	Description	Maximum Fee
1	Site Selection and Constraint Review	\$4,950.00
2	Test Hole / Well Permitting	\$705.00
3	Preparation of Project Plans, Specifications and Bid Services	\$8,850.00
4	Well Construction Inspection	\$51,050.00
5	Final Report Preparation	\$8,520.00
6	Project Management and Meetings	\$4,000.00
	Total	\$78,075.00

Extra Services (when authorized in Exhibit A)

When invoicing for extra services, CONSULTANT shall clearly mark on the CONSULTANT'S invoice which payments are for Extra Services and keep them separate from the costs for Basic Services. CONSULTANT shall also include a copy of the AGENCY letter authorizing the Extra Services with the claim request.

Invoicing

CONSULTANT shall submit all requests for payments to:

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

Timely invoicing by CONSULTANT is very important to AGENCY. Delays in invoicing for services performed increases the management effort required by AGENCY to ensure accurate payments to CONSULTANT and manage project budgets. Accordingly, CONSULTANT shall request payment for services no later than 60 calendar days after the date that the services were performed. Requests for payment on items received by Agency more than 60 calendars days after the services were performed shall be reduced by 5% to compensate AGENCY for the additional management costs. Additionally, since increases in administrative 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 30 day period beyond 60 days from when the services were performed.

CONSULTANT shall submit a final invoice within 60 days of the earliest of the following events: 1) contract completion date, 2) completion and acceptance by AGENCY of all work required by this contract, or 3) termination of the contract.

End of Exhibit C