

Exhibit 3

AE23-029 - Dokken Engineering - Design Contract
for the Camino Cielo Bridge Replacement Project

PROFESSIONAL SERVICES CONTRACT AE23-029

with Dokken Engineering

Camino Cielo - Final Design (Project No: P6050635/P6050636)

This contract is made and entered into this 24th day of January 2023 by and between the County of Ventura, hereinafter referred to as AGENCY, and Dokken Engineering, 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 46783.

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.

- 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

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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:
Dokken Engineering

AGENCY:
County of Ventura

Signature

Public Works Director or
Deputy Purchasing Agent

Print Name and Title

Signature

Print Name and Title

68-0099664

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:

This project is the replacement of the Camino Cielo bridge, located at the upper section of the Ventura River in an unincorporated area of Ventura County, is one of the component projects that comprise the Matilija Dam Ecosystem Restoration Project. The existing Camino Cielo Bridge culvert will be removed and replaced with a new bridge to allow the sediment released from the Matilija Dam reservoir to pass down the natural channel of the Ventura River without overtopping and allow for the unobstructed migration of the Southern California Steelhead Trout, a federally listed endangered species. This project protects downstream communities and infrastructure from damage due to sediment release by the removal of the dam.

CONSULTANT shall exercise CONSULTANT'S best judgment, guided by consultation with AGENCY, to prepare a value engineered plan that is the optimum balance between the needs of AGENCY, aesthetics, methods for completing the PROJECT, quality, and the funds available for completing the PROJECT.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1 – Project Management

Task 1.1 – Management & Project Delivery Team Meetings

Task includes management, coordination, communication, quality control and tracking of project engineering design budget, administrative costs, project progress reporting, and coordination with the AGENCY, as well as other project stakeholders, and the entire Project Delivery Team (PDT). CONSULTANT shall develop, track, and lead the following project management tasks:

- Critical Path Schedule.
- Project expenditures.
- Project Kick-off Meeting
- Monthly PDT meetings and/or conference calls, in-person meeting will be held quarterly;
- Meeting Agendas, Minutes, and Action Item Summaries; and
- Monthly Invoices, Progress Reports and Look-Ahead Summaries.

Deliverables

1. Meeting Agendas, Minutes, and Action Item Summaries (PDF)
2. Monthly Invoices, Progress Reports and Look-Ahead Summaries (PDF)
3. Critical Path Schedule (Microsoft Project)

Task 1.2 – Stakeholder Coordination

Task 1.2.a – Coordination with USACE & Others

CONSULTANT shall meet with USACE after alternative selection to maintain open lines of communication for the following potential issues: finalize design standards, coordinate with levee raise projects and dam modification sequence that will impact sediment flows.

CONSULTANT shall coordinate and communicate with other project stakeholders during the entire course of the project design.

Task 1.2.b – DEER Application

CONSULTANT shall complete the Design Engineering Evaluation Report (DEER) Application for submittal to the County and Caltrans for approval. Consultant shall coordinate with the Caltrans Encroachment Permit Engineer to confirm the DEER document for scope approval.

Task 1.2.c – Encroachment Application

CONSULTANT shall prepare the Caltrans Encroachment Permit application and provide Caltrans the necessary documentation for issuance of the permit. CONSULTANT shall coordinate with Caltrans continuously throughout the permit process, including in person visits to Caltrans District 7, meetings, phone calls and e-mails. Plan resubmittals shall be accompanied by written responses to each Caltrans comments.

Communication shall continue with Caltrans functional units to ensure their informal buy-in for the selected alternative through the following stages.

1. First Encroachment Permit Submittal
2. Second Encroachment Permit Submittal
3. Final Encroachment Permit Submittal

A fact sheet shall be prepared to document the advisory and mandatory design exceptions to the Highway Design Manual. Design exceptions shall address both existing and project created non-standard exceptions. The fact sheet shall be prepared and signed by a Registered Professional Engineer.

Deliverables

1. Meeting Agendas, Minutes, and Action Item Summaries (PDF)
2. Updated Schedule
3. DEER Application
4. Encroachment Permit Application and Submittal Package(s)
5. SWPPP

Task 1.3 – Public Outreach Meeting

CONSULTANT shall participate in a public outreach program. CONSULTANT shall create notification letters to stakeholders and local residents about the project. The letters shall describe the preferred alternative. CONSULTANT shall prepare the notification letters, invitations and newspaper ad. CONSULTANT shall facilitate and participate in a public meeting for the presentation of project needs, concepts and design features to the public. CONSULTANT shall prepare exhibit boards to illustrate design concepts and project features. CONSULTANT shall prepare and present a MS PowerPoint presentation that covers the project purpose and need, design concepts, technical issues (explained in non-technical terms), project footprint impacts, expected traffic impacts and detours during construction. The meeting shall be designed to provide information and also to obtain feedback on the Project features; projected impacts to adjacent properties, farms, and businesses; staging plans and detours; and construction scheduling.

Deliverables

1. Notification Letters w/ project Description
2. Invitation & newspaper Ad
3. Exhibits Boards
4. Microsoft PowerPoint Presentation
5. Meeting Agendas, Minutes, and Action Item Summaries (PDF)

Task 2 – Value Engineering

Perform an evaluation of the November 2020 Preliminary Design plans for the Camino Cielo Bridge replacement; then revise based on AGENCY input to limit project footprint. The CONSULTANT shall evaluate the optimum balance between the needs of AGENCY, aesthetics, methods for completing the PROJECT, quality, and the funds available for completing the PROJECT. The Value Engineered plan shall have a target Construction Cost of less than \$8 million.

This task to include but not limited to document research, field visit(s) and meetings with project stakeholders. Prepare a report documenting the revisions to the preliminary plans, the reduction in potential mitigating impacts and lower construction cost.

Task 2.1 – Value Engineered Road Design

Preliminary roadway design will be completed in accordance with the County Transportation Standards, American Association of State Highway and Transportation Officials “*A Policy on Geometric Design of Highways and Streets*”, Caltrans Highway Design Manual, and Caltrans Standard Specifications.

Preliminary (35%) plans will be revised to address project changes since completion of Phase 1. Plans will include the horizontal and vertical alignment, bank protection, typical sections, cut and fill limits, intersection plans, utilities studies, traffic control plans, staging, and right of way requirements.

Construction cost estimates will be prepared for the revised layout.

Task 2.2 – Value Engineered Bridge Design

The final bridge length will be set to minimize total costs of bridge and due to retaining walls. Hydraulic models will be updated to model the bridge configurations. Bridge APS drawings will be developed showing the structure type, assumed foundation type and bridge alignment.

Deliverables

1. Value Engineering Report (PDF)
2. Value Engineering Plans (35%) (PDF)
3. Construction Cost Estimate (35%) (Excel, PDF)

Task 3 – Additional Survey and Topographic Mapping

CONSULTANT shall obtain additional topographic mapping needed to complete the hydraulic analysis and design. The field data will be downloaded, processed, and incorporated into the existing C3D 2018 AutoCAD drawing file. The newly surveyed field points and features with LiDAR will be combined with previously surveyed points and features and the 3D surface model will be updated.

Mapping notes will be prepared for use on construction plan sheets.

Deliverable

1. Electronic Topographic Files (CADD)

Task 4 – Geotechnical Investigation, Analysis & Report

CONSULTANT shall provide geotechnical engineering services to provide a Geotechnical Design/Foundation Report for the design of the Camino Cielo replacement bridge.

CONSULTANT shall perform a field investigation involving drilling and obtaining soil samples. Soil samples shall be tested. CONSULTANT shall provide, Drilling, Soil Disposal & Backfill of borings, Traffic Control, and restore pavement to original grade. CONSULTANT shall perform field investigations to include (but not be limited to):

- Provide traffic control measures (signs and cones only for this low-volume road and anticipated shoulder area work) during field operations as needed in accordance with encroachment permit requirements.

- Perform at least four (4) exploratory borings at the proposed bridge site. Borings shall be performed using a truck-mounted drill rig equipped with sonic drilling technology. One boring each will be performed near the bridge abutment locations, one boring mid channel, and at least one boring for the proposed retaining walls (depending on planned wall lengths, locations of bridge borings, and results of borings for the bridge foundations). Planned boring depths will be approximately 80 feet for the three bridge borings and 60 feet for the retaining wall borings, based on conditions encountered.
- Obtain representative disturbed and undisturbed soil samples from the borings using a driven Standard Penetration Test (SPT) sampler and/or California Modified sampler.
- Log the borings in accordance with Caltrans guidelines.
- Upon completion, backfill the borings with cement grout or in accordance with permit requirements. Borings in paved areas shall be capped with cold-patch asphalt concrete or as required by the County encroachment permit.
- Excess soil cuttings shall be spread at boring locations in roadway shoulder areas outside of the active channel.
- Perform a geophysical Refraction Seismic (RS) survey consisting of two to three lines to evaluate the depth to bedrock and excavatability of the rock materials.

CONSULTANT shall prepare a report that includes a description of the proposed project and work performed, field and laboratory data collected during this work, and graphics showing the site location, the locations of the field explorations relative to the proposed improvements, and an interpreted subsurface profile. The Geotechnical Design/Foundation Report shall provide the following items for discussion and recommendations for the bridge & roadway design:

- Subsurface soil,
- Rock and groundwater conditions encountered
- Geologic setting.
- Geologic profile and engineering parameters.
- Potential for the site to be impacted by geologic hazards, such as seismicity, faulting, slope instability, liquefaction, and associated effects (seismically induced settlement and lateral spread)
- Seismic data, closest and causative faults, design magnitude, peak ground acceleration and design ARS curve from ARS Online and the current Caltrans *Seismic Design Criteria*.
- Subgrade preparation and backfill for use with the *Standard Specifications*.
- Active and at-rest lateral earth pressures, drainage and backfill for wing wall design and/or suitability of encountered soil for Caltrans Standard design.
- Allowable inclinations for graded slopes (generally below the bridge)
- Pavement sections based on R-value tests and the Traffic Index value provided by AGENCY
- Corrosion potential of foundation soil encountered to concrete based on test data and Caltrans design methods.
- Bridge and retaining wall foundation recommendations and associated design parameters.
- Approach embankment material and earthwork recommendations.
- Refraction Seismic (RS) survey results
- Log of Test Boring (LOTB) sheets. LOTBs will be provided in PDF format for inclusion on the project plans.
- Construction considerations (not limited to) regarding:
 - Excavation characteristics of the soil and rock encountered.
 - Suitability of excavated onsite soil for reuse as compacted fill or structure backfill.
 - Temporary slopes, shoring, dewatering and/or stream diversions.
 - Stability and requirements for temporary cuts or shoring adjacent to existing roadways, structures, or property; and
- Anticipated excavation conditions for the foundation type selected.

- Final Geotechnical Design/Foundation Report shall incorporate Agency review comments of the Draft report.

Deliverables

- a. Draft – Geotechnical Design/Foundation Report (PDF Format)
- b. Final – Geotechnical Design/Foundation Report (PDF Format)

Task 5 – Hydraulic & Scour Analysis

CONSULTANT shall confirm with the AGENCY: 1) the design flows and freeboard criteria for the Project, 2) the alignment and profile of the proposed bridge and approach roadway, 3) the sediment deposition at the bridge site.

CONSULTANT shall perform a hydraulic analysis for the new bridge and revise the Ventura River hydraulic model to incorporate the additional survey from Task 3. The design flow characteristics for the existing and proposed conditions will be summarized for the various design floods.

Task 5.1 – Final Hydraulic Analysis

CONSULTANT shall perform a final bridge scour analysis to finalize the scour potential per the methodology specified in the FHWA's HEC-18, HEC-20, and HEC-23 manuals to reflect the final bridge design.

CONSULTANT shall make recommendations on the need for scour countermeasures for the proposed bridge per the HEC-23 and Caltrans Highway Design Manual and bank protection measures.

CONSULTANT shall prepare draft technical reports summarizing their study findings and respond to review comments and then prepare the Final reports.

Deliverables

1. Draft Hydraulic & Scour Analysis Report (PDF)
2. Final Hydraulic & Scour Analysis Report (PDF)
 - a. Final Report shall incorporate AGENCY review comments of the Draft and responses.
3. Raw Data files used in Analysis

Task 5.2 - Dry Weather Flow and Bypass

CONSULTANT shall determine the magnitude of the dry weather flow volume and work with the AGENCY to develop the design concept for the dry weather flow bypass system during Project construction based on a given start and end construction window and duration.

Deliverables

1. Dry Weather Flow & Bypass Design Flow

Task 5.3 - Bridge Design Hydraulic Study

CONSULTANT shall prepare a Bridge Design Hydraulic Study Report, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report shall also include all the detailed hydraulic model output.

Deliverables

1. Bridge Design Hydraulic Study Report (PDF)

Task 5.4 - Floodplain Evaluation Report

CONSULTANT shall prepare a Floodplain Evaluation Report, which shall include the Technical Information for the Location Hydraulic Study and Floodplain Evaluation Report Summary forms, to document the investigation and determine the specific impacts to the floodplain and necessary mitigation measures.

Deliverables

1. Floodplain Evaluation Report (PDF)
2. Location Hydraulic Study (PDF)

Task 5.5 – Conditional Letter of Map Revision (CLOMR)

CONSULTANT shall prepare the required FEMA hydraulic CLOMR forms and the FEMA support documentation necessary for processing the CLOMR application. CONSULTANT shall submit the documentation to the AGENCY to review prior to submittal to FEMA. CONSULTANT shall address comments from the AGENCY. Consultant will respond to comments from the FEMA to obtain a final CLOMR approval from FEMA.

Deliverables

1. Draft CLOMR Application (PDF)
2. Draft-Final CLOMR Application (PDF)
3. Final CLOMR Application (PDF)

Task 6 – Final Design

CONSULTANT shall assist AGENCY by providing the required information and exhibits for the environmental permitting process and for permits for geotechnical field investigations. Final Design shall include intermediate deliverables at the 70% and 90% milestones. Each deliverable following Agency review shall incorporate the Agency review comments accompanied w/ responses explaining how the comments were addressed.

Task 6.1 - Road Design

Consultant shall design roadway approach in accordance with the County Transportation Standards, American Association of State Highway and Transportation Officials “*A Policy on Geometric Design of Highways and Streets*”, Caltrans Highway Design Manual, and Caltrans Standard Specifications.

CONSULTANT shall prepare roadway plan and profile, intersection plans, final grading and drainage layouts, stage construction, utilities studies, quantity estimates, right-of-way requirements and other associated details. Environmental: Any identified environmental mitigation requirements shall be included in the plans, specifications, and estimates. Mitigation requirements during construction will be provided by the AGENCY prior to the 95% submittal.

Task 6.2 - Bridge and Retaining Wall Design

CONSULTANT shall prepare the bridge and wall layouts and complete the design calculations for the replacement structure in accordance with AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications, Caltrans bridge design manual, Bridge Design Aids, and Memos to Designers. Seismic design will be in accordance with the Caltrans Seismic Design Criteria (SDC), and the latest available seismic design criteria from Caltrans Earthquake Research group. The design shall incorporate recommendations from the Design Hydraulics Study Report and the Geotechnical Report.

Task 6.3 - Technical Specifications (Special Provisions)

CONSULTANT shall prepare the Project specifications shall be based on the “Greenbook” Standard Specifications for Public Works Construction, and the Ventura County Standard Specifications (VCSS). Caltrans special provisions shall be utilized for the wall and bridge technical specifications when required and edited to conform to the Greenbook format. CONSULTANT shall provide two hard copies and a disc copy (Microsoft Word) of the Special Provisions for the AGENCY’s initial and final reviews.

Task 6.4 – Utility Coordination

CONSULTANT shall coordinate the relocation of utilities through the new bridge and protection of the existing utilities for the project based on information obtained from the various affected utility owners. CONSULTANT shall include the locations of existing utilities in the topographic map, identify conflicts and prepare a utility conflict map to show locations where there are conflicts with construction.

CONSULTANT shall review facility relocation designs provided by the utility companies to ensure they are consistent with the project design and proposed ROW.

Task 6.5 - Quality Control Check

A quality control check shall be performed after the 90% plans are completed for the structures and walls. The check shall include the preparation of an independent set of structural design check-calculations and review of the PS&E by engineers who have not been involved in the design.

The design and quality control check engineers shall compare their results and resolve any discrepancies. Both sets of calculations shall be compared and corrected so that they agree with each other. Next, agreement will be reached regarding revisions to the plans; the designer will direct the detailer in completing the revisions. After plan revision, both the designer and checker will review the corrected details, and when satisfactory, this will become the "checked details" plan set. CONSULTANT shall submit internal review comments and redlines to the AGENCY.

Deliverables

1. Conflict map and/or exhibits to show conflict locations.
2. Environmental Permitting Support Documents developed during the Design process including but not limited to:
 - a. Impact Area Exhibits
 - b. Grading Quantities (Cut & Fill, Excavation & Import)
3. 70% Design Plans (PDF)
 - a. Roadway & Drainage Plans
 - b. Bridge Plans
 - c. Retaining Wall Plans
 - d. Draft Specifications
 - e. Draft Engineer's Estimate
4. 90% Design Plans (PDF)
 - a. Roadway & Drainage Plans
 - b. Bridge Plans
 - c. Retaining Wall Plans
 - d. Draft Specifications
 - e. Draft Engineer's Estimate
5. Independent 90% Design Checked Details Plan, Spec & Estimate
6. Final Design – Construction Documents (Electronic & PDF)
 - a. Final Drainage Design and Report (Electronic & PDF)
 - b. Plans, Specifications & Engineers Estimate (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. County Services

AGENCY will provide or accomplish the following:

1. Full information as to the requirements of the services to be provided by CONSULTANT under the contract.
2. Review documents submitted by CONSULTANT and provide comments, direction, or approval as needed in a timely manner.
3. Contact & Coordinate with the utility companies by requesting utility location information from utility owners during design phases & scheduling meetings.
4. Coordination of utility potholing and utility relocation if required.
5. Combine the Special Provisions with the Ventura County Standard Specifications (VCSS) and format the document for bidding purposes according to AGENCY procedures.
6. Prepare notification letters for CLOMR, notify residents of the change in flood hazards, and provide consultant with copies of the legal notices sent to the property owners.
7. A list of all stakeholders and residents, including available contact information, will be provided by the AGENCY.
8. Secure meeting location near the Project vicinity for Public Outreach presentations.

End of Exhibit A

EXHIBIT B - TIME SCHEDULE

1. Schedule

All Work on this contract shall be completed by 6/30/2024.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
1	Project Management	3/31/24
2	Value Engineering	3/31/23
3	Additional Survey and Topographic Mapping	2/28/23
4	Geotechnical Investigation, Analysis & Report	4/30/23
5	Hydraulic & Scour Analysis	4/30/23
6	Final Design	2/28/24

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>1,130,285</u>
Maximum Fees for Extra Services:	\$ <u>65,000</u>
Maximum Reimbursement for Expenses:	\$ <u>4,715</u>
 Total Amount Not to Exceed:	 \$ <u>1,200,000</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 \$ 1,130,285**. 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.

Dokken Engineering - Rate Table

Item	Position/Equipment	Unit	Regular ¹	Prevailing ²	Travel ³
1	Project Manager	Hour	\$265.00	n/a	No
2	Project Engineer	Hour	\$220.00	n/a	No
3	Environmental Support Manager/ Environmental Senior	Hour	\$160.00	n/a	No
4	Senior Engineer	Hour	\$210.00	n/a	No
5	Associate Engineer	Hour	\$160.00	n/a	No
6	Assistant Engineer	Hour	\$120.00	n/a	No
7	Right of Way Manager	Hour	\$165.00	n/a	No
8	Senior Right of Way Agent	Hour	\$140.00	n/a	No
9	Senior Environmental Planner	Hour	\$160.00	n/a	No
10	Associate Environmental Planner	Hour	\$160.00	n/a	No
11	Environmental Planner	Hour	\$100.00	n/a	No
12	Senior CADD	Hour	\$200.00	n/a	No
13	CAD/Engineering Technician	Hour	\$95.00	n/a	No
14	QA/QC Engineer	Hour	\$220.00		

- 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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Guida Surveying - Rate Table

Item	Position/Equipment	Unit	Regular ¹	Prevailing ²	Travel ³
14	Licensed Land Surveyor	Hour	\$210.00	n/a	No
15	Technical Drafter	Hour	\$160.00	n/a	No
16	1 Man Crew (Party Chief) w/ Robotic Inst.	Hour	\$180.00	Yes	No
17	2 Man Crew (Party Chief and Chainman)	Hour	\$280.00	Yes	No
18	Project Assistant	Hour	\$140.00	n/a	No
19	Staff/Clerical	Hour	\$90.00	n/a	No

HDR/WRECO - Rate Table

Item	Position/Equipment	Unit	Regular ¹	Prevailing ²	Travel ³
20	Principal Engineer	Hour	\$285.00	n/a	No
21	Supervising Engineer	Hour	\$205.00	n/a	No
22	Senior Engineer	Hour	\$165.00	n/a	No
23	Associate Engineer	Hour	\$130.00	n/a	No
24	Staff Engineer	Hour	\$100.00	n/a	No
25	Senior Technician	Hour	\$95.00	n/a	No
26	Clerical/Tech Editor	Hour	\$90.00	n/a	No

Geocon Consultants, Inc. – Rate Table

Item	Position	Unit	Regular ¹	Prevailing ²	Travel ³
27	Principal Engineer	Hour	\$240.00	n/a	No
28	Associate Engineer/Geologist	Hour	\$200.00	n/a	No
29	Senior Engineer/Geologist	Hour	\$175.00	n/a	No
30	Senior Project Engineer/Geologist	Hour	\$160.00	n/a	No
31	Project Engineer/Geologist	Hour	\$145.00	n/a	No
32	Senior Staff Engineer/Geologist	Hour	\$135.00	n/a	No
31	Staff Engineer/Geologist	Hour	\$125.00	n/a	No
32	Engineering Field Technician/Inspector I	Hour	\$125.00	Yes	No
33	Engineering Field Technician/Inspector II	Hour	\$135.00	Yes	No
34	Engineering Field Technician/Inspector III	Hour	\$145.00	Yes	No
35	Engineering Assistant	Hour	\$85.00	n/a	No
Tests/ Equipment					
Item	Position	Unit	Regular ¹	Prevailing ²	Travel ³
33	4" Curves	Each	\$225.00	n/a	n/a
34	6" Curves	Each	\$225.00	n/a	n/a
35	Sieve Analysis	Each	\$200.00	n/a	n/a
36	R-Value	Each	\$325.00	n/a	n/a
37	Sand Equivalent	Each	\$100.00	n/a	n/a
38	LA Rattler Test	Each	\$200.00	n/a	n/a
39	Soundness	Each	\$500.00	n/a	n/a
40	Durability Index	Each	\$165.00	n/a	n/a
41	Specific Gravity	Each	\$100.00	n/a	n/a
Continued on Page 3					

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Item	Position	Unit	Regular ¹	Prevailing ²	Travel ³
43	Unconfined Compression	Each	\$100.00	n/a	n/a
44	Direct Shear	Each	\$325.00	n/a	n/a
45	Coring Machine	Day	\$200.00	n/a	n/a
46	Equipment Truck	Day	\$200.00	n/a	n/a
47	Pick-up Truck	Day	\$125.00	n/a	n/a
48	Direct-Push Rig/Operator	Hour	\$225.00	Yes	n/a

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.

Task Table

Task	Description	Maximum Fee
1	Project Management	\$148,640
2	Value Engineering	\$63,680
3	Additional Survey and Topographic Mapping	\$25,255
4	Geotechnical Investigation, Analysis & Report	\$147,265
5	Hydraulic & Scour Analysis	\$98,000
6	Final Design	\$647,445
Total		\$1,130,285.00

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 \$65,000**.

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 \$4,715**:

(i) Outside printing directly related to deliverables but not for internal uses of CONSULTANT or its Sub-CONSULTANTS.

(ii) Reproduction or reprographic costs directly related to deliverables but not for internal uses of CONSULTANT or its Sub-CONSULTANTS. 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 Sub-CONSULTANT services that are not included in the Rate Tables for Basic Services or Extra Services set forth above.

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

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

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

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

6. Payment

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

Requests for Payment

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

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

Payment Schedule

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

Timely Invoicing

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

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

End of Exhibit C