



Board of Directors  
Michael W. Mobley, President  
Bruce E. Dandy, Vice President  
Sheldon G. Berger, Secretary/Treasurer  
Mohammed A. Hasan  
Lynn E. Maulhardt  
Edwin T. McFadden III  
Daniel C. Naumann

General Manager  
Mauricio E. Guardado, Jr.

Legal Counsel  
David D. Boyer

**AGENDA**  
**SPECIAL BOARD MEETING**  
**MONDAY, August 30, 2021 at 1p.m.**  
**United Water Conservation District Headquarters**  
**Boardroom, 1701 N. Lombard Street, Oxnard CA 93030**

*This is a special meeting of the Board of Directors called in accordance with Government Code 54956. Other than the listed agenda items, no other business will be considered by the Board of Directors.*

Meeting attendees should be aware that the meetings of the Board are, as required by law, open to the public and the District has very limited powers to regulate who attends Board meetings. Therefore, attendees must exercise their own judgement with respect to protecting themselves from exposure to COVID-19, as the District cannot ensure that all attendees at public meetings will be free from COVID-19.

To access the meeting virtually, please use this Webex link:

<https://unitedwaterconservationdistrict.my.webex.com/unitedwaterconservationdistrict.my/j.php?MTID=me4c8475fac9e9bf94359e7b6d87cb48f>

Meeting Number (Access code): 2552 798 2641 Meeting Password: 20210830

**1. FIRST OPEN SESSION 1:00p.m.**

**A. Public Comments**

In accordance with Government Code Section 54954.3: every notice for a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the notice for the meeting before or during consideration of that item. All comments are subject to a five-minute time limit.

**2. EXECUTIVE (CLOSED) SESSION 1:05 p.m.**

**2.1 Conference with Legal Counsel-Existing Litigation**

Pursuant to Government Code Section 54956.9 (d)(1)

Wishtoyo Foundation, et al v. United Water Conservation District, U.S.  
District Court for the Central District of California, Case No.2:16-cv-03869 GHK (PLAx)

**3. SECOND OPEN SESSION AND CALL TO ORDER 2:00 p.m.**

**3.1 Pledge of Allegiance**

**3.2 Public Comment**

Members of the public may address the Board on any item on the Consent Calendar or on any non-agenda item within the jurisdiction of the Board. No action will be taken by the Board on any non-agenda item. All comments are subject to a five minute time limit.

**3.3 Oral Report Regarding Executive (Closed) Session**

Presented by District Legal Counsel David D. Boyer.

**3.4 Approve University of Iowa Modeling Contract**

**Motion**

The Board will consider awarding a contract to the University of Iowa Institute of Hydraulic Research (IIHR) in the amount of \$1,500,426 (includes 10% contingency of \$136,402 to be used upon the District's written authorization only) and authorize the General Manager to execute the contract with IIHR for physical modeling services.

**4. ADJOURNMENT 2:30 p.m.**

The Board will adjourn to the Regular Board Meeting of Wednesday, September 8, 2021, or the call of the President.

*All testimony given before the Board of Directors is recorded.*

*Materials, which are non-exempt public records and are provided to the Board of Directors to be used in consideration of the above agenda items, including any documents provided subsequent to the publishing of this agenda, are available for inspection at the District's offices at 1701 North Lombard Street in Oxnard, CA 93030 during normal business hours.*

*The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the District's services, programs or activities because of any disability. If you need special assistance to participate in this meeting, or if you require agenda materials in an alternative format, please contact the District Office at (805) 525-4431. Notification of at least 48 hours prior to the meeting will enable the District to make appropriate arrangements.*

Approved: \_\_\_\_\_

**Mauricio E. Guardado, Jr. – General Manager**

Posted: (date) August 26, 2021

(time) 4:15p.m.

(attest) *Kris Sofley*

At: United Water Conservation District Headquarters, 1701 North Lombard Street, Oxnard CA 93030

Posted: (date) August 26, 2021

(time) 4:30p.m.

(attest) *Kris Sofley*

At: [www.unitedwater.org](http://www.unitedwater.org)



### **Staff Report**

**To:** UWCD Board of Directors

**Through:** Mauricio E. Guardado, Jr., General Manager

**From:** Brian Collins, Chief Operations Officer

**Date:** August 24, 2021 (August 30, 2021 Special Board Meeting)

**Agenda Item:** 3.4 Vertical Slot Physical Modeling by the University of Iowa  
**Motion**

---

#### **Staff Recommendation:**

The Board will consider awarding a contract to the University of Iowa Institute of Hydraulic Research (IIHR) in the amount of \$1,500,426 (includes 10% contingency of \$136,402 to be used upon the District's written authorization only) and authorizing the General Manager to execute the contract with IIHR for physical modeling services.

#### **Introduction:**

United Water Conservation District (District) is currently in the process of performing court mandated physical modeling of two alternatives for the Freeman Diversion Expansion Project consisting of Hardened Ramp models in scales 1:24 and 1:12 at the Bureau of Reclamation (BoR) and the proposed Vertical Slot models in scales 1:24 and 1:12 at IIHR. The District had initially intended to perform all modeling at the BoR facility however, the BoR is not capable of completing 4 physical models by the court's deadline of March 1, 2022.

#### **Background:**

District staff inquired with the Bureau of Reclamation (BoR) regarding the viability of the BoR to perform modeling of the Vertical Slot alternative in parallel to the current Hardened Ramp alternative modeling efforts, to meet the deadline of March 1, 2022. BoR laboratory space will not simultaneously accommodate 4 District physical models within BoR's Technical Service Center (TSC).

#### **Discussion:**

District and IIHR staff worked together to develop a scope of work to mirror modeling efforts currently underway at the BoR facility. IIHR developed a budgetary estimate to complete the Vertical Slot alternative modeling by March 1, 2022; the scope of work and timeline developed includes allocation of IIHR staff overtime to support the timely completion of the modeling activities. The IIHR estimated total cost of work for this Vertical Slot physical modeling is \$1,364,024 (2 models). The proposed IIHR physical modeling completion deadline is March 1, 2022 with draft reports due to the District by April 1, 2022.

#### **Mission Goal:**

---

**Agenda Item 3.4. Vertical Slot Physical Modeling by the University of Iowa**  
**Motion**

Meets Mission-Related Goal B, System Reliability – Ensure that the District’s existing and planned water supply, conveyance, and recharge systems meet regional needs, including emergency response.

**Fiscal Impact:**

The total physical modeling effort, consisting of 4 models, cost of \$2,785,400 is included in the Fiscal Year 2021-22 Capital Improvement Project (CIP) Budget of \$3,181,447 (CIP No. 8001). No additional funding is requested.

Attachments: A - Agreement

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on \_\_\_\_\_, 2021, by and between the **United Water Conservation District**, Ventura County, California, (hereinafter “**UNITED**”), and **University of Iowa**, (hereinafter “**CONSULTANT**”).

### RECITALS:

WHEREAS, UNITED desires to obtain professional construction and materials testing services in connection with the **Freeman Diversion Rehab Project** (“Project”); and

WHEREAS, UNITED has selected CONSULTANT to provide such services; and

WHEREAS, CONSULTANT represents that it has the skills, experience, license, and expertise to perform these professional services for UNITED; and

WHEREAS, UNITED is desirous of engaging the services of CONSULTANT to perform these services;

NOW, THEREFORE, based on the terms and covenants set forth herein, UNITED and CONSULTANT mutually agree as follows:

### **1. EMPLOYMENT**

A. UNITED hereby employs CONSULTANT to perform and complete the professional engineering services as set forth in Exhibit “A” (“Scope of Work/Schedule of Charges”). CONSULTANT shall perform such professional services as set forth in Exhibit “A” and shall furnish or procure the use of incidental services, equipment, and facilities reasonably necessary for the completion of services.

B. Any extra work over and above that included in the Scope of Work included in Exhibit “A” shall be in compliance with Section 3D.

C. CONSULTANT represents that its services shall be performed, within the limits prescribed by UNITED, in a manner consistent with the level of care and skill ordinarily exercised by other engineering professionals under similar circumstances at the time and in the vicinity its services are performed.

D. **Troy Lyons** shall: (a) personally perform or supervise the performance of services on a day-to-day basis on behalf of CONSULTANT; and (b)

maintain direct communication with UNITED's **Chief Operations Officer, Brian Collins** or designee in the performance of CONSULTANT's services.

E. CONSULTANT in the performance of services hereunder shall fully comply with any and all local, state and federal laws, regulations, ordinances, and policies applicable to its work, including any licensing laws applicable to CONSULTANT's profession and anti-discrimination laws pertaining to employment practices.

F. In the event of any conflict between the terms and conditions set forth in Exhibit "A" (Scope of Work/Schedule of Charges) versus those terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall govern and the conflicting terms and conditions in Exhibit "A" shall not apply.

## **2. TERM OF AGREEMENT**

Unless otherwise earlier terminated as specified in Section 8, this Agreement shall commence on the date set forth above and shall expire on **December 31, 2022**.

## **3. COMPENSATION**

Payment by UNITED for the consulting services shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

A. Compensation and payments to the CONSULTANT shall be as described below:

1. UNITED shall compensate CONSULTANT on a time and expenses basis not to exceed One Million Three Hundred Sixty-Four Thousand Twenty-Four Dollars (\$1,364,024) for performing all services authorized and required by this Agreement and specified in Exhibit "A." UNITED shall compensate CONSULTANT only for actual costs incurred on a time and expenses basis, but in no event shall the total compensation be greater than the not to exceed amount above. However, the total amount paid on a time and expenses basis may be lower than the not to exceed amount above based on actual costs incurred. Payment shall be made in accordance with CONSULTANT's Schedule of Charges submitted to UNITED, included in Exhibit "A" attached and incorporated by reference herein.

2. CONSULTANT shall provide UNITED with monthly itemized invoices, in the form and format included in Exhibit "B" attached and incorporated by reference herein. Upon UNITED's request, CONSULTANT shall include with its monthly invoices a detailed verification, including accounting records, of the work

actually performed and costs and expenses incurred, along with any other documents or information reasonably requested by UNITED.

B. UNITED shall pay CONSULTANT within thirty (30) days after receipt of CONSULTANT's invoices, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. If UNITED has reasonable grounds to believe that CONSULTANT will be unable to materially perform the services under this Agreement, or there exists or may exist a claim against CONSULTANT arising out of CONSULTANT's negligence or intentional acts, errors, omissions, or material breach of any provision of this Agreement, then UNITED may withhold payment of any reasonable amount due to CONSULTANT which is directly related to such negligence, intentional act, error, omission or material breach. No payment made under this Agreement shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance by UNITED of CONSULTANT's work.

C. CONSULTANT shall notify UNITED in writing of the need for additional services required or increased materials costs due to the circumstances beyond the CONSULTANT's control ("Additional Services"). The CONSULTANT shall obtain written authorization from UNITED before rendering any Additional Services. Compensation for all approved Additional Services shall be negotiated and approved in writing by UNITED before such Additional Services are performed by CONSULTANT. No compensation shall be paid to the CONSULTANT for any Additional Services that are not previously approved by UNITED in writing.

D. Reimbursable expenses, if applicable, are in addition to compensation for services outlined in the Scope of Work and Additional Services, and shall be paid to the CONSULTANT in accordance with the guidelines specified on Exhibit "C". Reimbursable expenses are paid at the actual costs incurred by the CONSULTANT and the CONSULTANT's employees in conduct of Agreement activities.

#### 4. SCHEDULE OF WORK

CONSULTANT shall complete and deliver services and deliverables to UNITED in a diligent and professional manner, in accordance with the Project schedule set forth in Exhibit "A" attached and incorporated by reference herein. Time is of the essence in CONSULTANT's performance of services hereunder.

CONSULTANT's Project Manager shall keep UNITED's **Chief Operations Officer, Brian Collins**, or designee informed as to the progress of work by informal reports. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, epidemics, pandemics, quarantines, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

**5. ASSIGNMENT OF CONTRACT**

This Agreement is a professional services contract. CONSULTANT shall not assign this Agreement or any portion of the work without the prior written approval of UNITED. Any such assignment without UNITED's prior written approval shall be void. UNITED may withhold such approval for any reason in its sole discretion.

**6. INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT agrees to be responsible for all liability arising out of:

1. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this Agreement; and

2. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall be responsible for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, directly caused by the acts or omissions of the CONSULTANT or its employees or agents working within the scope of their employment in connection with this Project, except for liability resulting from the sole or active negligence, or willful misconduct of UNITED, its officers, employees, agents, or independent consultants who are directly employed by UNITED.

3. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall be responsible for injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT its employees or agents working within the scope of their employment in connection with this Project.

**7. INSURANCE**

A. CONSULTANT satisfies all claims against it in its capacity as a self-insured agency of State of Iowa government. CONSULTANT is covered as follows: (a) workers' compensation as provided by Chapter 85, Iowa Code; (b) liability claims against the State of Iowa as provided by Iowa Code Chapters 25 and 669 (Iowa Tort Claims Act); (c) for vehicular liability, including owned, non-owned and rental vehicles, via a self-insurance pool for claims up to \$250,000, with claims exceeding \$250,000 processed through the tort claims process in accordance with Iowa Code Chapter 669. Consistent with the terms of Iowa Code Chapter 669, the State of



Iowa indemnifies and defends state employees to the extent that a claim results in liability beyond the coverage limit per claim. A copy of CONSULTANT's certification of self-insurance is attached hereto as Exhibit "D."

B. By its signature hereto, CONSULTANT certifies that it is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers compensation' or to undertake self-insurance as specified. CONSULTANT shall comply with these provisions before commencing work under this Agreement.

## 8. TERMINATION OF AGREEMENT

### A. Termination for Cause

1. UNITED may terminate CONSULTANT's services for cause, whereupon this Agreement shall terminate immediately. Termination may occur regardless of whether CONSULTANT's services are completed. Any termination or special instructions from UNITED shall be made in writing.

2. Termination for cause may occur upon any of the following events: (a) CONSULTANT's material breach of this Agreement; (b) abandonment or lack of diligence in performance of the work by CONSULTANT; (c) cessation, suspension, revocation or expiration of any license needed by CONSULTANT to provide services hereunder; (d) failure of CONSULTANT to substantially comply with any local, state or federal laws, regulations, ordinances or policies applicable to its work hereunder; (e) filing by or against CONSULTANT of bankruptcy or any petition under any law for relief of debtors; or (f) conviction of CONSULTANT or its principal representative or personnel for any crime other than minor traffic offenses.

3. Subject to the provisions of Section 3.B herein, CONSULTANT shall be paid for all approved services performed and approved expenses incurred to the date of termination for cause supported by documentary evidence, including payroll records and expense reports, up to the date of the termination.

4. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 8.B below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

B. Termination Without Cause/For Convenience. This Agreement may be terminated without cause by UNITED or for UNITED's convenience upon fourteen (14) days' written notice to the CONSULTANT. In the event of a termination without cause, UNITED shall pay the CONSULTANT for all approved services

performed and all approved expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports, up until the date of the notice of termination.

C. In the event of termination with or without cause, CONSULTANT shall promptly provide to UNITED all Project Documents as defined in Section 9 below within ten (10) calendar days from the effective date of termination. Failure to provide all Project Documents as required shall be deemed a material breach of this Agreement.

D. In the event of a dispute as to the performance of the work or an interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the Agreement nor stop the progress of work, but CONSULTANT's sole remedy will be to submit such controversy to determination by a court having competent jurisdiction of the dispute as required by this Agreement after the Project has been completed and not before.

## **9. PROFESSIONAL SERVICES**

A. The CONSULTANT is employed to render a professional service(s) only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

B. All plans, specifications, construction documents, data, records, files, communications, information, reports and/or other documents that are prepared, generated, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's subconsultants arising from or in any way related to the services provided under this Agreement (regardless of medium, format, etc.) shall be and remain the property of UNITED ("Project Documents"). UNITED may provide the CONSULTANT with a written request for the return of the Project Documents at any time. Upon CONSULTANT's receipt of UNITED's written request, CONSULTANT shall return the requested Project Documents to UNITED within ten (10) calendar days. CONSULTANT may make copies of the work generated. Failure to comply with any such written request above shall be deemed a material breach of this Agreement. Nothing in this paragraph shall be deemed a waiver of any copyright in the Project Documents prepared by the CONSULTANT. Any unauthorized reuse or modification of such Project Documents other than for purposes intended by CONSULTANT or for the Project shall be at UNITED's risk and liability.

C. CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no Project Documents or information developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by UNITED, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than UNITED without the prior written consent of UNITED, unless otherwise required by subpoena or applicable law or regulatory authority, or as required by Iowa Open Records Law, Iowa Code Chapter 22.

**10. INDEPENDENT CONTRACTOR RELATIONSHIP**

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to UNITED being that of an independent contractor. UNITED shall not be required to make any payroll deductions or provide Worker's Compensation Insurance coverage or health benefits to CONSULTANT. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the UNITED and for coordinating all portions of the work so the results will be satisfactory to UNITED. CONSULTANT will supply all tools and instruments required to perform its services under this Agreement.

**11. ASSISTANCE BY UNITED**

It is understood and agreed that the UNITED shall, to the extent reasonable and practicable, assist and cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such assistance does not include, in any manner, the exercise of professional judgment for which CONSULTANT is being retained herein. Such assistance and cooperation to be provided by UNITED as applicable includes, but shall not be limited to, providing right of access to work sites; providing material available from the UNITED's files such as maps, as-built drawings, records and operation and maintenance information; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the Project. CONSULTANT shall otherwise be responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to the work.

**12. ADDITIONAL PROVISIONS**

**A. Examination of Records**

CONSULTANT agrees that UNITED shall have access to and the right to examine at any reasonable time and on reasonable notice CONSULTANT's documents, papers and records, including accounting records, relating to its performance under this Agreement.

B. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To CONSULTANT: Patricia Cone-Fisher-Contract Administrator  
University of Iowa,  
Division of Sponsored Programs  
2 Gilmore Hall  
Iowa City, IA 52242

To UNITED: Brian Collins, Chief Operations Officer  
United Water Conservation District  
1701 North Lombard Street, Suite 200  
Oxnard, CA 93030

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

C. No Waiver

No failure or delay by UNITED in asserting any of UNITED's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of UNITED's rights or remedies. No such delay shall deprive UNITED of its right to institute and maintain any actions or proceedings which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

D. Integration

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereto, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the parties.

E. Modification

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

F. Rules of Interpretation

The terms of this Agreement have been negotiated by the parties and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any party to this Agreement.

G. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

H. Incorporation of Recitals and Exhibits

The foregoing recitals and exhibits are incorporated herein as though fully set forth.

I. California Law; Dispute Resolution; Venue

This Agreement shall be interpreted and construed pursuant to the laws of the State of California regardless of whether this Agreement is executed by any party in another state or otherwise. If a dispute arises between the parties related to this Agreement or the breach thereof, the parties shall first attempt in good faith to settle the matter through discussion, and if unsuccessful may in their discretion mutually agree to mediate the dispute prior to filing a judicial action. The costs of a third party mediator, if utilized, shall be borne equally by the parties. If either party elects to file an action in court, such action shall be filed and heard in a court of competent jurisdiction in the County of Ventura.

J. Counterparts

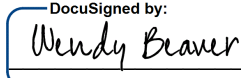
This Agreement may be executed in multiple counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single document. Signatures may be given via facsimile transmission and shall be deemed given as of the date of facsimile transmittal of the executed Agreement by one party to the other.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

UNITED WATER CONSERVATION DISTRICT

By \_\_\_\_\_  
Mauricio E. Guardado, Jr., General Manager

UNIVERSITY OF IOWA

By  \_\_\_\_\_  
F380E8458D384AA...  
Wendy Beaver Executive Director, Sponsored Programs  
\_\_\_\_\_

**EXHIBIT “A” TO AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES**

CONSULTANT shall provide professional engineering consultation services under this Agreement in accordance with work described in the attached **Scope of Work** and **Schedule of Charges**.

## Scope of Work:

**Model Drawings:** IIHR will develop detailed drawings for model construction based on Stantec design drawings. Construction drawings will be submitted to UWCD and project partners for review and approval.

**Order Materials:** IIHR will procure raw materials, supplies and equipment required for model construction, fabrication of components, and operation.

**Prepare Laboratory Space:** IIHR will prepare laboratory space by configuring pumps, pipes, and clearing floor space required for model construction.

**Model Construction:** IIHR will construct two physical models of the vertical slot fish ladder concept at scales of 1:24 and 1:12. The model design, features, and boundary conditions will match the BOR's models to the extent practical to ensure model test conditions are similar. Relevant project features and topography will be constructed including the vertical slot fish ladder, the diversion, the v-screens, the sluicing channel, the spillway notch, and a portion of the dam.

**Model Commissioning:** IIHR will commission the model by performing preliminary flow tests, establishing water level measurements, and testing the sediment recirculation system.

**Model Testing:** IIHR will complete model tests according to the physical model test plans that were submitted to the agencies on February 8, 2021. Minor modifications will be undertaken as needed to improve performance.

**Documentation and Reporting:** IIHR will document model design, testing, results, and recommendations in a detailed technical report. UWCD and project partners will be provided a draft for review and comment. Comments will be incorporated into a final report. Video and photo documentation will be used throughout the project for key tests. Copies of all photos, videos will be provided to UWCD.

**Laboratory Visits:** IIHR will host in-person and/or virtual laboratory visits to UWCD and project partners. IIHR will demonstrate model performance, present results, and accommodate demonstration requests to the extent possible during visits. Virtual visits will be accommodated in accordance to the COVID-19 travel guidelines.

**Project Meetings and Communication:** IIHR will participate in weekly regularly scheduled conference calls with UWCD and project partners as requested. IIHR will summarize and communicate project progress, test results, and other relevant information to UWCD via email, phone calls, or other forms of electronic transmission.



**Project Management:** IIHR will manage the project by coordinating with UWCD, tracking budgets and schedules, providing progress reports, invoicing, and initiating change orders, as needed.

**Model Retention:** The project cost is inclusive of facility fees through the date of United's acceptance of the final report. In the event United requires IIHR to maintain operational models past the end of the active project (anticipated to be June 1, 2022), without a revised scope of work, additional compensation will be required.

**Additional work:** The project cost is inclusive of all activities based on IIHR's understanding of the scope of work. Upon request, IIHR will develop a budget estimate on a time and materials basis for any new work that is requested after the contract start date. The work will be completed as authorized by UWCD.

**Schedule:** Key project milestones are to complete model testing by March 1, 2022 and to submit draft technical reports by April 1, 2022.

**IIHR Budget**

<b>Cost Category</b>	<b>Labor</b>	<b>Non-labor</b>	<b>Total</b>
Management/Travel	\$43,161	\$6,248	\$49,409
Construction	\$564,968	---	\$564,968
Model Ops	\$429,784	---	\$429,784
Materials/Supplies/Machine Rent	---	\$319,863	\$319,863
<b>Total</b>	<b>\$1,037,913</b>	<b>\$326,111</b>	<b>\$1,364,024</b>

**EXHIBIT “B” TO THE AGREEMENT FOR PROFESSIONAL  
CONSULTING SERVICES**

(Invoice Template Attached)



Invoice #:  
 Sponsor:  
 Award #:  
 UI Seq. #:  
 U of Iowa PI:  
 Agreement Amount:  
 Agreement Period:  
 U of Iowa Ref#:  
 U of Iowa Cr Ref#:

Date: August 10, 2021

To: United Water  
 attn: NAME  
 10 Address Field  
 City, ST 12345

**Please remit payment to:**  
 THE UNIVERSITY OF IOWA  
 Grant Accounting  
 2410 UCC  
 201 S Clinton Street  
 Iowa City, Iowa 52242

Invoice Period:	Current Expenditures	Cumulative Expenditures
Management		
Construction Services		
Model Ops		
Materials		

TOTAL COST	\$	
Vouchers Billed		\$0.00
<b>Net Amount of this Claim:</b>	<b>\$</b>	<b>\$</b>

I certify that all expenditures reported, or payments requested, are for appropriate purposes and in accordance with the agreement set forth in the application and award documents.

Prepared by: Adrienne Tippet, Invoice Specialist (319) 335-1633 adrienne-tippet@uiowa.edu  
 Accountant: Dana Gafeller, Grant Accountant V (319) 467-1171 dana-gafeller@uiowa.edu

**TO ENSURE PROPER CREDIT, PLEASE RETURN COPY OF INVOICE WITH PAYMENT**

## **EXHIBIT “C” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

CONSULTANT shall adhere to the following **Guidelines for Expense Reimbursement**:

Incidental expenditures incurred by CONSULTANT in the course of performing work under this Agreement and submitted for reimbursement by UNITED shall comply with the following guidelines.

Receipts are required for all reimbursable expenses (with an exception for meals and lodging) and shall be furnished with the invoice. Only actual costs of expenditures within the limits presented below are eligible for reimbursement.

### Reimbursable Expenditures

#### Travel Expenses

Expenses for airfare or other travel accommodations shall not exceed costs that would reasonably be expected for comparable economy or coach class accommodations.

Personal vehicles may be used when appropriate and mileage will be reimbursed at the standard Internal Revenue Service (IRS) business mileage rate (i.e., 56 cents per mile for calendar year 2021, but for a total cost no greater than the cost that would reasonably be expected for round trip economy or coach class airfare. With the exception of extenuating circumstances (e.g. transport of specialized equipment), mileage for any trip over 500 miles shall be reimbursed at a total cost no greater than would reasonably be expected for round trip economy or coach class airfare. Extenuating circumstances shall be pre-approved by UNITED.

Rental vehicle costs are reimbursable when justified by the nature of the trip. With the exception of extenuating circumstances (e.g. transport of more than 4 people or excessive cargo) the total expense for the rental vehicle shall not exceed a cost that would reasonably be expected for a standard class vehicle. Insurance for rental vehicles is not reimbursable and must be in accordance with all insurance requirements set forth in this Agreement.

#### K. Lodging

The cost of lodging incurred on approved CONSULTANT business trips is reimbursable. UNITED will reimburse lodging at the standard U.S. General Services Administration (GSA) rate for Ventura County (i.e., \$182.00 per night

[excluding taxes] for the months of October 2020 and January – September 2021). GSA rates are annually updated in October.

Meals

The cost of meals incurred on approved CONSULTANT Projects is reimbursable.

If UNITED is reimbursing the CONSULTANT for lodging, UNITED will reimburse for meals at the appropriate standard GSA rate for Ventura County (i.e., \$49.50 (or 75% of a daily rate) per day for first and last calendar day of PROJECT work, and \$66.00 per day for additional PROJECT work days for calendar year 2021.

If UNITED is not reimbursing the CONSULTANT for lodging, UNITED will not reimburse the CONSULTANT for meals.

Equipment

All reimbursable equipment must be purchased or rented at a reasonable cost, in accordance with industry standards.

L. Expendable Items

Items that are expendable (depleted) will not be returned to UNITED, as the items will be “used up” in the course of CONSULTANT’s work.

M. Non-Expendable Items

Items valued over Five Thousand Dollars (\$5,000.00) that are non-expendable (not depleted) will be returned to UNITED upon completion of CONSULTANT’s work at UNITED’s request and expense.

**EXHIBIT “D” TO AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES**

(Copy of Certification of Self-Insurance Attached)



**Business Services**

**Risk Management, Insurance and Loss Prevention**

University of Iowa  
430 Plaza Centre One  
Iowa City, Iowa 52242-2501  
319-335-0010  
Fax 319-353-1893

**CERTIFICATE OF SELF-INSURANCE**

**TORT LIABILITY**

(Personal Injury and Property Damage)

As a Board of Regents institution, the University of Iowa (University) is an agency of the State of Iowa (State), and as such is covered by the State's self-insurance for tort liability, which includes motor vehicle liability. Tort claims against the State are handled as provided in the Iowa Tort Claims Act (Iowa Code Chapter 669) which also sets forth the procedures by which tort claims may be brought. Claims under Chapter 669 may be filed against the State on account of wrongful death, personal injury or property damage incurred by reason of the negligence of the University or its employees while acting within the scope of employment. Subject to the conditions in the statute and the Iowa Attorney General's opinion, the State will defend, indemnify and hold harmless the University and its employees against tort claims under the U.S. Constitution, statutes or rules of the United States and/or any other state.

The State coverage will not extend to third parties, meaning that an additional insured cannot be added to the State coverage. Furthermore, the University is generally prohibited from agreeing to hold others harmless for their own negligence; this is not a release of liability.

There is no dollar limitation to the statutory protections under Chapter 669. The financial obligation of the State for payment of liability claims is limited only by the State's tax base.

**WORKERS' COMPENSATION**

As a Board of Regents institution, the University of Iowa (University) is a unit of the State of Iowa (State), and as such employees of the University are considered State employees and are covered by the State of Iowa's Workers' Compensation program pursuant to Iowa Code Chapters 85, 85A, 85B, 86 and 87. This document acts as a certification of the University's self-insurance and is offered in lieu of any commercial insurance requirement.

Certified on behalf of the University of Iowa:

\_\_\_\_\_  
Josey Bathke, Chief Risk Officer

*This certificate of self-insurance is provided in lieu of any commercial insurance requirement. It is for informational purposes only and confers no rights to the viewer or holder. The information provided is a summary of sections of the Iowa Code. This document does not amend or extend coverage beyond that provided by the State. See applicable Iowa Code for additional information.*