

**MODIFICATION NUMBER 3 TO CONTRACT AE20-006**


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**Contract Title:** District 17 1.73 MG Reservoir and Pipeline Preliminary Engineering

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This modification ("Modification No. 3") is made and entered into by and between the Ventura County Waterworks District #17, hereinafter referred to as AGENCY, and AECOM Technical Services, Inc., hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT ("CONTRACT") originally entered into on 10/3/2019 for the CONSULTANT to provide an initial project assessment, feasibility study, project description, and preliminary engineering for preparation of environmental documents for construction of a 1.74 MG Reservoir and pipeline for the Water and Sanitation District to serve the Bell Canyon with a total contract amount of \$152,500.00, and a contract completion date of 9/30/2020 ("CONTRACT"); and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT 11/19/2021 for the CONSULTANT to provide preliminary engineering assessments for site 3A reservoir location and added a helipad to the scope of the project for an additional contract amount of \$46,200, to extend the CONTRACT completion date to 9/28/2022 ("MODIFICATION NO. 1"); and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT 9/9/2024 to extend the contract completion date to 12/31/2026 ("MODIFICATION NO. 2"); and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to provide a revised feasibility study and provide 30%, 60%, 90%, and 100% design for the revised scope of work including remove the helipad, add landscape and landscape renderings, design upgrades to the Saddlebow pressure regulator, new booster pump station, new pump station house, and design for the Bell Canyon creek pipeline; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to increase the maximum fees for Basic Services by \$910,651.77 and increase Extra Services by \$45,000, for a new total contract amount of \$1,154,351.77;

NOW THEREFORE, the parties hereto agree as follows:

1. All provisions of the Contract, including all previous modifications, shall remain in full force and effect unless expressly modified by this Modification No. 3
2. Exhibit A (Scope of Work and Services) is modified as follows:  
Replace Exhibit A with the attached Modification No. 3 Exhibit A.
3. Exhibit B (Time Schedule) is modified as follows:  
Replace Exhibit B with the attached Modification No. 3 Exhibit B.
4. Exhibit C (Fees and Payment) is modified as follows:  
Replace Exhibit C with the attached Modification No. 3 Exhibit C.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION.**

**FOR CONSULTANT**

Name: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

**FOR AGENCY:**

Name: \_\_\_\_\_ Date \_\_\_\_\_  
Director of Public Works Agency

**EXHIBIT A - SCOPE OF WORK AND SERVICES**  
***(Changes in Bold/Italic)***

**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:

Provide and initial project assessment, feasibility study, project description and preliminary engineering sufficient for preparation of environmental documents for construction of a ~~1.74~~**1.5** MG reservoir and pipeline for the Water and Sanitation District to serve the Bell Canyon area.

**2. Basic Services**

The following Basic Services shall be performed by CONSULTANT:

**Task 1 - Preliminary Research and Kickoff Meeting**

Research code changes (building, fire, plumbing) that affect requirements of water systems, grading and construction of water storage vessels. Prepare a large topographic map and property ownership map with preliminary locations of facilities shown. Prepare for a Kickoff Meeting including preparation of agenda and attendance with AGENCY representatives. The purpose of the Kickoff Meeting shall be to discuss AGENCY requirements, preliminary studies, and unknown information to clarify the project focus. Prepare a memorandum that covers decisions and direction given during the Kickoff meeting.

CONSULTANT shall meet with AGENCY staff and visit Site 3A. During the site visit CONSULTANT shall photograph and make notes of access to the tank site, the site itself and surrounding areas. CONSULTANT shall also look at the pipe crossing at the Bell Canyon Creek and confirm information needed for updating water model for project. Following the site visit the CONSULTANT shall provide to the AGENCY meeting minutes and a survey map to identify requested area for AGENCY to have survey performed for project.

Deliverables

- Minutes of the Kickoff Meeting with Mapping Exhibits
- Meeting minutes and Survey Map for Site 3A visit

**Task 2 - Site Visits, Meetings and Memorandum**

~~Attend site visit by Project Manager, Project Engineer and Constructability Review Engineer. Following the site visit, CONSULTANT shall prepare an informal letter style memorandum detailing the visit to include access issues, field notes, photographs and observations.~~

CONSULTANT shall perform two site visits for the hydraulic modeling effort and helispot investigations. CONSULTANT shall provide AGENCY with four virtual status meetings followed with meeting minutes.

Attend meetings with AGENCY Staff and Environmental Consultant.

Develop a comprehensive list of information and modeling data needed for analysis.

Deliverables

- ~~• A letter style memorandum of the site visit, minutes of each meeting, and a comprehensive list of additional information needed to support the Feasibility Study~~
- Meeting minutes for four virtual status meetings

**Task 3 - Feasibility Study & Technical Letter with Water Modeling**

Evaluate four sites, two inside the Boeing property and two outside the Boeing property. Prepare map exhibits of the overall project area that includes the Boeing property (two reservoir options and 3 pipeline options) and two reservoir and piping options in the surrounding area. The map exhibits shall show these

options on a topographic map against a property line map background and a second against a topographic (USGS) map background.

Review the Penfield and Smith Water System Master Plan and Computer model and confirm the usable water volume. Compute the tank dimensions based on current structural design constraints (sloshing freeboard, net usable tank volume) to determine tank dimensions and placement.

Evaluate the grading requirements of each site, site access and trenching.

Run the hydraulic model for each piping option to verify pipe sizing. If inadequate, pipes shall be resized to meet the hydraulic requirements and each site and pipe run shall be compared on hydraulic benefit.

From the hydraulic model, pipe sizing shall be determined. Alignment shall be determined from review of property and potential easement acquisition.

Prepare Draft Feasibility Study to evaluate the two sites and pipeline routes provided by the AGENCY and up to two sites and pipeline routes outside the Boeing property. The study shall include:

- An overall map showing all location options
- An evaluation of each site for hydraulic benefit (taken from the pipeline model)
- Construction cost opinion (conceptual)
- Structural issues
- Environmental permitting and jurisdictional permitting work (taken from meeting with the AGENCY's environmental consultant).
- A discussion of the advantages and disadvantages of each alternative
- A recommendation and discussion of the recommended alternative and conclude with an evaluation matrix.
- The study shall be prepared with bottom line up front (BLUF) which gives the reader the conclusion first followed by the study that supports the recommendation.

The Feasibility Study shall be reviewed for Quality Assurance and Quality Control (QA/QC).

The CONSULTANT shall meet with AGENCY and others as required (Environmental and Geotechnical Consultants) to review the Draft Feasibility Study and take direction from the AGENCY to finalize the study.

Prepare the Final Feasibility Study with QA/QC.

Following completion of Feasibility Study, perform detailed hydraulic modeling for the selected reservoir location at Site 3A. Update the hydraulic water model as necessary, provide a hydraulic model map to AGENCY, and work closely with AGENCY staff to confirm pressure zones, line sizes, existence of parallel lines, and pressure stations settings. Detailed hydraulic modeling shall:

- Confirm minimum recommended tank size. CONSULTANT shall determine if the given tank size, standard, or other has a benefit. The model shall also evaluate the following: velocity in the 8-inch line from Saddlebow Feed, normal operating pressures in the 8-inch line from Bell Canyon Rd near Site 3A to Zanja PR, verify demand transfer and fire flow with new tank.
- Size recommended line size for replacing Bell Canyon Creek Pipeline section. CONSULTANT shall run hydraulic calculations to confirm demand transfer and fire flow with new tank.
- Pump station mitigation required if Bell Canyon Creek Pipeline became unavailable. CONSULTANT shall size minimum and recommended temporary pump to bypass Zanja PR to feed new reservoir and Zones 1677/1924.

- Size small HP VFD pump for feeding potential low pressure homes in 1924 zone by boosting from 1677 Zone to 1924 Zone.

Conduct two virtual meetings to review Site 3A hydraulic results with AGENCY staff using a virtual platform such as MS Teams.

Upon completion of detailed hydraulic modeling for Site 3A, provide AGENCY with draft and final Technical Memorandum Letter that shall summarize the design basis, detailed hydraulics, identify overflow requirements and containment channelization scope, and environmental permitting and jurisdictional permitting work (taken from meeting with AGENCY's hired Environmental consultant). For actual containment and channelization, CONSULTANT shall identify feasible options and further investigations required for complete assessment. Identify grading requirements, site access modifications and trenching options. A conceptual site layout drawing shall also be provided with this letter.

***Revise and update the prior Site 3A Technical Memorandum Letter for performing additional work as listed below:***

- ***Update the hydraulic water model to analyze additional scenarios requested by AGENCY.***
- ***Upgrade of the Pressure Regulator (PR) station and Booster Station within a Building at Saddlebow. Include selection of the PR and instrumentation to facilitate automated communication with the proposed reservoir.***
- ***Study level design for replacement of the Bell Canyon Creek transmission water line.***
- ***Study level design, utility mapping, for the water main replacement along Bell Canyon Rd, from the cul-de-sac at the proposed reservoir entrance, through Zanja Ln, and to Zanja PR station. Including road resurfacing.***
- ***Remove the fire protection helipad from previous work.***
- ***Provide tank failure assessment for two scenarios: tank overflow due to mechanical, and water release in the event of seismic activity. Address previous comments including a discussion of resiliency.***
- ***Provide technical support addressing potential concerns from nearby residents and related environmental impacts.***
- ***Coordinate with the Geotechnical Consultant regarding the design of the reservoir and the Environmental Consultant to support the environmental study.***
- ***Provide an initial conceptual rendering of the reservoir and building using Revit from various line of sights.***

***Participate in up to three (3) meetings composed of a Teams meeting, site meeting, and in-person meeting.***

***Consultant shall attend and address technical questions at up to one (1) public presentation meeting hosted by the AGENCY.***

Deliverables

- Draft and Final Feasibility Study
- Copy of updated Water Model
- Draft and Final Technical Memorandum for Site 3A
- ***Revised, Draft and Final, Technical Memorandum for Site 3A***
- Conceptual site layout drawing
- ***Utility mapping for Bell Canyon Rd water main replacement***
- ***Rendering of reservoir and building***

- Meeting minutes for two virtual meetings
- ***Up to three (3) meeting agendas and meeting minutes for revised Site 3A Technical Memorandum.***
- ***Up to one (1) attendance at AGENCY public presentation.***

**Task 4 – 30% Plans, Specifications and Cost Estimate**

Prepare draft 30% Plans to include:

- Cover Sheet
- Overall Plan showing reservoir, access roads, pipelines
- ***Overall plan showing Zanja PR station***
- ***Overall plan showing Saddlebow PR and Booster Station*** and survey control
- Concrete Reservoir Floor and Roof Slab Plans
- Concrete Reservoir Site Plan
- Reservoir sections and details
- Access Road and pipeline plan and profile, with retaining walls if required (4 sheets)
- ***Accessory structures and/or miscellaneous equipment pad locations and dimensions***
- ~~***Helipad Plans***~~
- ~~***Conceptual details showing how helicopter will draw water from reservoir***~~
- Electrical Power feed for small equipment
- ***Saddlebow PR and Booster Pump Station (BPS) in a building with floor plan and elevation views of all four (4) sides to support environmental permitting requests***
- ***Water main replacement utility overlay along Bell Canyon Rd, from proposed reservoir entrance at cul-de-sac, through Zanja Ln, and up to Bell Canyon Zanja PR***

***Coordinate with the Geotechnical Consultant regarding the design of the reservoir and the Environmental Consultant to support the environmental study.***

***Update preliminary rendering of reservoir and building***

Prepare Cost Estimate

***Participate in up to four (4) Teams meetings.***

Submit draft Plans, List of Specifications and Engineer's Opinion of Probable Construction Cost Estimate for AGENCY review and comment.

Prepare Final 30% Plans, List of Specifications and Engineer's Opinion of Probable Construction Cost Estimate based on the AGENCY's review.

**Deliverables**

- 1. Up to four (4) Teams meetings, agendas, and minutes***
- 2. Draft and Final 30% Plans, List of Specifications, and Engineer's Opinion of Probable Construction Cost Estimate***
- 3. Update preliminary rendering of reservoir and building***

**Task 5 – 60% Plans, Specifications and Cost Estimate**

***Prepare draft 60% Plans to include:***

- *General Plans*
- *Civil Plans*
- *Concrete Reservoir Floor and Roof Slab Plans*
- *Concrete Reservoir Site Plan*
- *Reservoir sections and details*
- *Access Road and pipeline plan and profile, with retaining walls if required (4 sheets)*
- *Conceptual details showing how helicopter will draw water from reservoir*
- *Electrical Power feed for small equipment*

*Coordinate with the Geotechnical Consultant regarding the design of the reservoir and the Environmental Consultant to support the environmental study.*

*Perform detailed design structural calculations for the reservoir, booster pump and PRV station building, and PR station foundation on Zanja Ln and Bell Canyon Rd.*

*Participate in up to six (6) Teams meetings.*

*Prepare Draft and Final 60% Plans, Specifications and Engineer's Opinion of Probable Construction Cost Estimate.*

**Deliverables**

1. *Up to six (6) Teams meetings, agendas, and minutes.*
2. *Draft 60% Plans Specifications and Engineer's Opinion of Probable Construction Cost Estimate*
3. *Final 60% Plans, Specifications and Engineer's Opinion of Probable Construction Cost Estimate*
4. *Updated Landscape Architecture Renderings for the Reservoir and Building.*

***Task 6 – 90%, Draft 100%, and Final 100% Plans, Specifications and Cost Estimate***

*Coordinate with the Geotechnical Consultant regarding the design of the reservoir and the Environmental Consultant to support the environmental study.*

*Participate in up to seven (7) Teams meetings.*

*Participate in up to one (1) in-person meeting.*

*Prepare 90%, Draft 100%, and Final 100% for Construction Plans, Specifications and Engineer's Opinion of Probable Construction Cost Estimate.*

**Deliverables**

1. *Up to seven (7) Teams meeting, agendas, and minutes.*
2. *Up to one (1) in-person meeting.*
3. *90% Plans, Specifications, and Engineer's Opinion of Probable Construction Cost Estimate*
4. *Draft 100% Plans, Specifications, and Engineer's Opinion of Probable Construction Cost Estimate*
5. *Final 100% for Construction Plans, Specifications, and Engineer's Opinion of Probable Construction Cost Estimate*

***Task 7 - Creek Crossing Pipeline Replacement***

*Design from conceptual development through 30%, 60%, 90%, and Draft 100%, including Final 100% for Construction plans, specifications, and cost estimates for a 3,000-foot pipeline replacement. The*

*pipeline will connect to the existing water main at the western cul-de-sac of Stagecoach Road, traverse the Bell Canyon Creek within the current pipeline easement, and terminate at the proposed pressure control and booster pump station located on the east side of Saddlebow Road. Provide engineering information needed and assistance for permitting to the Environmental Consultant as the project progresses.*

**A. Preliminary Work**

**Preliminary work to include:**

- **An in-person kick-off meeting**
- **Research and data acquisition**
- **Coordination with environmental consultant**
- **Preliminary sketch of crossing location both plan view and conceptual cross sections of trenching in creek bed, steep overland sloped areas, connections to water mains, and locations of blowoffs and air and vacuum relief valves**
- **Preliminary Engineer's Opinion of Probable Construction Cost Estimate**
- **Participate in up to (2) Teams meetings**

**Deliverables**

- 1. Up to two (2) Teams meeting, agendas, and minutes.**
- 2. Preliminary Engineer's Opinion of Probable Construction Cost Estimate .**
- 3. Preliminary sketches.**

**B. 30% Plans, Specifications and Cost Estimate**

**Prepare draft 30% Plans to include:**

- **Cover Sheet (1 sheet)**
- **General Notes, Symbols and Legends (1 sheet)**
- **Sheet Index, Survey Control, Coordinate List (1 sheet)**
- **Plan view (6 sheets)**

**Prepare Draft and Final 30% Plans, List of Specifications and Engineer's Opinion of Probable Construction Cost Estimate.**

**Deliverables**

- 1. Up to two (2) Teams meetings, agendas, and minutes.**
- 2. Draft 30% Plans, List of Specifications, and Engineer's Opinion of Probable Construction Cost Estimate.**
- 3. Final 30% Plans, List of Specifications, and Engineer's Opinion of Probable Construction Cost Estimate.**

**C. 60% Plans, Specifications and Cost Estimate**

**Provide engineering information needed and assistance for permitting to the Environmental Consultant as the project progresses.**

**Participate in up to two (2) Teams meetings.**

***Prepare draft 60% Plans to include:***

- ***Cover Sheet (1 sheet)***
- ***General Notes, Symbols and Legends (1 sheet)***
- ***Sheet Index, Survey Control, Coordinate List (1 sheet)***
- ***Plan and Profile (6 sheets)***
- ***Sections and Details (3 sheets)***

***Prepare Draft 60% Specifications and Cost Engineer's Opinion of Probable Construction Cost Estimate.***

***Prepare Final 60% Plans, Specifications and Engineer's Opinion of Probable Construction Cost Estimate.***

**Deliverables**

- 1. Up to two (2) Teams meeting, agendas, and minutes***
- 2. Draft 60% Plans, Specifications, and Engineer's Opinion of Probable Construction Cost Estimate***
- 3. Final 60% Plans, Specifications, and Engineer's Opinion of Probable Construction Cost Estimate***

***D. 90%, Draft 100%, and Final 100% Plans, Specifications, and Cost Estimate***

***Provide engineering information needed and assistance for permitting to the Environmental Consultant as the project progresses.***

***Participate in up to two (2) Teams meetings.***

***Prepare draft 90% Plans to include:***

- ***Cover Sheet (1 sheet)***
- ***General Notes, Symbols and Legends (1 sheet)***
- ***Sheet Index, Survey Control, Coordinate List (1 sheet)***
- ***Plan and Profile (6 sheets)***
- ***Sections and Details (3 sheets)***

***Prepare 90%, Draft 100%, and Final 100% for Construction Plans, Specifications and Engineer's Opinion of Probable Construction Cost Estimate.***

**Deliverables**

- 1. Up to two (2) Teams meeting, agendas, and minutes***
- 2. 90% Plans, Specifications and Engineer's Opinion of Probable Construction Cost Estimate***
- 3. Draft 100% Plans, Specifications and Engineer's Opinion of Probable Construction Cost Estimate***
- 4. Final 100% for Construction Plans, Specifications and Engineer's Opinion of Probable Construction Cost Estimate***

***Task 8 - ~~Construction Administration~~ Engineering Bid Support***

***Task 9 - ~~Close-out~~ Engineering Construction Support***



**Task 10 - Close-out**

Tasks **5-9 8-10** will be further specified in a contract amendment after Tasks **1-4** are complete. CONSULTANT shall not proceed with on Tasks **5-8 8-10** prior to AGENCY's written authorization.

**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. AGENCY will assist the CONSULTANT with access to the site.
4. The existing hydraulic model of the two previously proposed reservoir sites and three pipeline alternatives.
5. Technical assistance from the AGENCY's environmental and geotechnical consultants.
6. Right-of-way acquisition and negotiation with potential property owners.
7. Provide record drawings for facilities near project site.
8. Coordinate with Ventura County Fire Department to provide CONSULTANT with design parameters for the helipad.
9. Provide topographic surveying as required.
- 10. Pothole proposed water line design at locations requested by CONSULTANT.**

End of Exhibit A

**EXHIBIT B - TIME SCHEDULE**  
**(Changes in Bold/Italic)**

**1. Schedule**

All Work on this contract shall be completed by 12/31/2026.

CONSULTANT shall complete intermediate tasks as follows:

**Task Table**

<b>Task</b>	<b>Description</b>	<b>Due Date</b>
1	Preliminary Research and Kickoff Meeting	01/20/2022
2	Site Visits, Meetings and Memorandum	02/24/2022
3	Feasibility Study	<b>10/21/2024</b>
4	30% Plans, Specifications, and Cost Estimate	<b>12/23/2024</b>
5	60% Plans, Specifications, and Cost Estimate	<b>3/24/2025</b>
6	<b>90%, Draft100%, and Final 100% Plans, Specifications and Cost Estimate</b>	<b>5/26/2025</b>
7	<b>Creek Crossing Pipeline Replacement</b>	<b>6/26/2025</b>
8	<b>Engineering Bid Support</b>	<b>TBD</b>
9	<b>Engineering Construction Support</b>	<b>TBD</b>
10	<b>Close-out</b>	<b>TBD</b>

**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**  
**(Changes in Bold/Italic)**

**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><b>\$1,102,351.77</b></u>
Maximum Fees for Extra Services:	<u><b>\$ 50,500.00</b></u>
Maximum Reimbursement for Expenses:	<u><b>\$ 1,500.00</b></u>

Total Amount Not to Exceed:	<u><b>\$1,154,351.77</b></u>
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**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 \$1,102,351.77**. The maximum fees for the respective tasks identified in Exhibit A as well as the total maximum fee amount are shown in the below Task Table. In no case shall a fee for a specific task exceed that listed below without prior written approval by AGENCY. Rates to be charged are identified in the Rate Table listed below.

**Rate Table**

Item	Position/Equipment	Unit	Regular <sup>1</sup>	Prevailing <sup>2</sup>	Travel <sup>3</sup>
1	Principal Engineer/ <i>Principal</i>	Hr.	<b>\$307.00</b>	n/a	No
2	Company Officer	Hr.	<b>\$310.00</b>	n/a	No
3	Senior Structural Engineer	Hr.	\$260.00	n/a	No
4	Structural Design Manager	Hr.	\$220.00	n/a	No
5	<b><i>Senior Associate Landscape Architect (ESIII)</i></b>	Hr.	<b>\$190.00</b>	n/a	No
6	Senior Engineer	Hr.	\$185.00	n/a	No
7	Associate Engineer	Hr.	\$155.00	n/a	No
8	Assistant Engineer	Hr.	\$115.00	n/a	No
9	Design/CADD Supervisor	Hr.	<b>\$177.00</b>	n/a	No
10	Structural Designer	Hr.	\$115.00	n/a	No
11	Assistant CADD Operator	Hr.	<b>\$120.00</b>	n/a	No
12	Clerical/General Office	Hr.	<b>\$95.00</b>	n/a	No
13	<b><i>Engineer/Specialist I</i></b>	<b><i>Hr.</i></b>	<b><i>\$110.00</i></b>	<b><i>n/a</i></b>	<b><i>No</i></b>
14	<b><i>Engineer/Specialist II</i></b>	<b><i>Hr.</i></b>	<b><i>\$145.00</i></b>	<b><i>n/a</i></b>	<b><i>No</i></b>
15	<b><i>Engineer/Specialist III (Assistant II)</i></b>	<b><i>Hr.</i></b>	<b><i>\$170.00</i></b>	<b><i>n/a</i></b>	<b><i>No</i></b>
16	<b><i>Engineer/Specialist V (Associate)</i></b>	<b><i>Hr.</i></b>	<b><i>\$215.00</i></b>	<b><i>n/a</i></b>	<b><i>No</i></b>
17	<b><i>Engineer/Specialist VI</i></b>	<b><i>Hr.</i></b>	<b><i>\$260.00</i></b>	<b><i>n/a</i></b>	<b><i>No</i></b>
18	<b><i>Engineer/Specialist VII (Senior I)</i></b>	<b><i>Hr.</i></b>	<b><i>\$280.00</i></b>	<b><i>n/a</i></b>	<b><i>No</i></b>
19	<b><i>Project Manager/Senior Engineer IV</i></b>	<b><i>Hr.</i></b>	<b><i>\$305.00</i></b>	<b><i>n/a</i></b>	<b><i>No</i></b>

## MODIFICATION NUMBER 03 TO AE20-006

**Rate Table (Continued)**

Item	Position/Equipment	Unit	Regular <sup>1</sup>	Prevailing <sup>2</sup>	Travel <sup>3</sup>
20	<i>Administrative Specialist</i>	<i>Hr.</i>	<i>\$115.00</i>	<i>n/a</i>	<i>No</i>
21	<i>Senior Designer/Design CADD Operator II</i>	<i>Hr.</i>	<i>\$165.00</i>	<i>n/a</i>	<i>No</i>
22	<i>Principal CADD/Design Supervisor</i>	<i>Hr.</i>	<i>\$190.00</i>	<i>n/a</i>	<i>No</i>
23	<i>Senior Associate Engineer</i>	<i>Hr.</i>	<i>\$245.00</i>	<i>n/a</i>	<i>No</i>
24	<i>Technical Writer II</i>	<i>Hr.</i>	<i>\$125.00</i>	<i>n/a</i>	<i>No</i>

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	Preliminary Research and Kickoff Meeting	<b>\$ 24,818.25</b>
2	Site Visits, Meetings and Memorandum	<b>\$ 12,801.79</b>
3	Feasibility Study	<b>\$ 164,919.16</b>
4	30% Plans, Specifications, and Cost Estimate	<b>\$ 179,812.57</b>
5	60% Plans, Specifications, and Cost Estimate	<b>\$ 363,000.00</b>
6	<b>90%, 100% Draft, and 100% Final Plans, Specifications and Cost Estimate</b>	<b>\$ 245,000.00</b>
7	<b>Creek Crossing Pipeline Replacement</b>	<b>\$ 112,000.00</b>
8	<b>Engineering Bid Support</b>	0.00
9	<b>Engineering Construction Support</b>	0.00
10	<b>Close-out</b>	<b>0.00</b>
Total		<b>\$1,102,351.77</b>

### 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 \$50,500.00**.

### 4. Delays

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

### 5. Reimbursable Expenses

CONSULTANT shall be reimbursed a sum for the following reasonable out-of-pocket expenses that are incurred and paid for by CONSULTANT in furtherance of performance of its obligations under this contract, but only to the extent that such expenses are directly related to CONSULTANT's services hereunder and do not exceed the **maximum reimbursable amount of \$1,500.00**:

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

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

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

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

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

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

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

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

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

## **6. Payment**

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

### **Requests for Payment**

To request payment, CONSULTANT shall complete and submit to AGENCY a Consultant Services Invoice Form that shall include, at a minimum, (i) personnel time records for Basic Services and Extra Services actually performed at the rates specified in this Exhibit C, 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 or Basic Services and shall include a copy of the written AGENCY authorization for the Extra Services for which payment is requested.

CONSULTANT shall submit all **invoices** to:

**[PWA.consultantinvoices@ventura.org](mailto:PWA.consultantinvoices@ventura.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

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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