

MODIFICATION NUMBER 1 TO CONTRACT AE24-012

Contract Title: NPDES Chemistry Laboratory

This modification ("Modification No. 1") is made and entered into by and between the Ventura County Watershed Protection District, hereinafter referred to as AGENCY, and Physis Environmental Laboratories, Inc., hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT ("CONTRACT") originally entered into on 8/15/2023 for the CONSULTANT to conduct laboratory analyses of water samples with a total contract amount of \$190,000, and a contract completion date of 12/31/2024; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to conduct laboratory analyses for three additional years of service; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to update the rate table, increase the maximum fees for Basic Services by \$531,939, increase the maximum fees for Extra Services by \$53,194, for a new total contract amount of \$775,133 and extend the contract completion date to 12/31/2027;

NOW THEREFORE, the parties hereto agree as follows:

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

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

FOR CONSULTANT

Name: _____

Date

Title: _____

FOR AGENCY:

Name: _____

Interim Director of Public Works Agency

Date

MODIFICATION NUMBER 1 TO AE24-012

Template Information (Version 07012016)

Enter the following information below to be filled in automatically in the templates.

Contract Number: AE24-012 This number is obtained from the ES Consultant Contracts Specialist

Contracting Agency: Watershed Protection District

Consultant's Name: PHYSIS Environmental Laboratories, Inc.

Amount of Extra Services: \$63,194.00

Retention on Payments: 5% The amount that the PM wants to retain on lump sum payments until all of the work is completed. The amount of Retention should be based on the risk exposure to the County if the Consultant does not complete all of the work. Recommend amount ranges from 0% to 10%

File Location: Document2

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Instructions

1. Notes and commentary are in **red**. All **red text** must be deleted prior to finalizing the exhibits.
2. **DO NOT DELETE THIS PAGE!** Deleting this page will erase all of the bookmark references and the headers and footers will not work properly.
3. This document must be Protected in order for the bookmark references to work properly. The user should not need to unprotect the document in order to use it as it was intended.

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:

Conduct laboratory analysis of water samples to comply with National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Order No. R4-2010-0108 (2010 Permit) and/or its replacement Order No. R4-2021-0105 (2021 Permit), and other water quality monitoring projects as needed by AGENCY.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

CONSULTANT shall perform all analyses in-house, unless AGENCY has been notified and has granted approval for subcontract work. CONSULTANT and any subcontracted consultants shall be California Environmental Laboratory Accreditation Program (ELAP) certified for the analyses they are providing, if accreditation exists for the method. CONSULTANT shall conduct all sample preservation and analyses according to test procedures under 40 CFR 136, unless otherwise approved by the AGENCY. Analyses shall be consistent with the stormwater monitoring guidelines as specified in the *Stormwater Monitoring Coalition Laboratory Guidance Document*, 2nd Edition, R. Gossett and K. Schiff (2007), and its revisions, as applicable. CONSULTANT shall not substitute any methods without prior approval by the AGENCY. Alternate analytical methods may be utilized if approved by the AGENCY. AGENCY may request additional analyses as needed to comply with AGENCY projects.

CONSULTANT shall ensure that staff and equipment are available for sample pickup and processing during the week and on weekends, as needed. CONSULTANT shall provide courier services as needed and shall ensure that the courier vehicle can safely transport all AGENCY samples requiring delivery to the laboratory. If issues (e.g. punctuality, unsuitable vehicle etc.) repeatedly occur with courier services, CONSULTANT shall utilize a different courier service. CONSULTANT shall ensure that samples are picked up and processed within the established method protocols for sample holding times. CONSULTANT shall target composite sample splitting initiation same day as receipt of samples at laboratory.

CONSULTANT shall ensure that all data, including QA/QC and data from any subcontractors, is delivered to AGENCY in PDF report and electronic data deliverable (EDD) format via email or FTP, unless otherwise agreed upon by AGENCY and CONSULTANT. EDD shall be in modified Surface Water Ambient Monitoring Program (SWAMP) comparable format compatible with the Ventura Countywide Stormwater Quality Management Program's database, or other format if agreed upon by AGENCY and CONSULTANT. A printed report of the results is not required. CONSULTANT shall generate laboratory reports that include the analytical method, dilution factor, QA/QC flags, method detection limit (MDL) and reporting level (RL) for each analyte.

CONSULTANT shall immediately notify AGENCY of delays or problems with performing these tasks.

The Minimum Levels (ML) in the 2010 Permit Table E-2 and the recommended reporting levels in the 2021 Permit Table E-6 are set by the Los Angeles Regional Water Quality Control Board (Regional Board) and shall be met, when possible. CONSULTANT shall report sample results greater than or equal to the RL as a numerical value, "not-detected (ND)" shall be used for all sample results less than the laboratory's MDL, and "detected not quantified (DNQ)" shall be used if results are greater than or equal to the laboratory's MDL but less than the laboratory RL, in which case the estimated chemical concentration shall also be reported, with language noting it is an estimate only.

CONSULTANT shall provide their full ELAP certificate of accreditation to AGENCY within one week of receiving renewed or revised certification and shall notify AGENCY immediately upon any change in certification for existing provided analyses.

MODIFICATION NUMBER 1 TO AE24-012

CONSULTANT shall supply all grab sample bottles, composite split-sample bottles, bottle labels, preservatives, and coolers for grab samples. CONSULTANT shall perform composite sample splitting and cleaning of borosilicate glass composite sample carboys. CONSULTANT shall clean borosilicate glass composite carboys using laboratory-grade detergent, nitric acid, ultra-pure water, and/or methanol, as requested by AGENCY. CONSULTANT shall wrap the upper portion of the cleaned and dried auto-sampler jars (lids on) with cling wrap or plastic bags to prevent contamination. Cleaning procedures may be modified at request of AGENCY and agreement by CONSULTANT. CONSULTANT shall provide cleaning compounds specified in the rate table of Exhibit C for AGENCY equipment, as needed.

Wet weather monitoring is dependent on storm timing, and may include nights, weekends, and holidays depending on when rain falls. CONSULTANT shall be available for sample pickup and processing during these times and courier vehicle shall be large enough to transport all grab samples in coolers on ice and sixteen ~~fourteen~~ carboys in coolers on ice during a single trip. CONSULTANT shall provide grab sample coolers. AGENCY will supply coolers for carboys and wet ice for all samples.

Monitoring requirements for the 2021 Permit are similar to the 2010 Permit but will not be finalized until the Los Angeles Regional Water Quality Control Board (Regional Board) approves the Coordinated Integrated Monitoring Program, which **was submitted** ~~is due~~ to the Regional Board on September 11, 2023, and approval is expected to occur in 2024, but timing is unknown. AGENCY will notify CONSULTANT of any changes to analytical requirements.

Upon written direction by AGENCY, CONSULTANT shall perform the following services:

Task 1. Mass Emission and Major Outfalls Wet and Dry Weather Analyses

CONSULTANT shall analyze samples as requested by AGENCY. AGENCY will collect samples and will provide the list of required analyses on the chain of custody. AGENCY may add or remove sites, as needed. Analysis of quality control samples submitted by AGENCY, such as equipment blanks, field blanks, and field duplicates will also be required and will be requested on the chain of custody.

Under the 2010 Permit, fourteen stations are targeted for sampling for three storm (wet) events and one non-storm (dry) event per monitoring year (July 1-June30). ***Under the 2021 Permit, fifteen monitoring stations are expected to be targeted for sampling for three storm (wet) events, and four monitoring stations are expected to be targeted for sampling for two dry events per monitoring year. Monitoring locations and analytical requirements may be added or changed at AGENCY's discretion, with advance notification to and agreement by CONSULTANT.*** Some of the locations may not be sampleable during an event, in which case they would not be sampled during that event and an additional event may be targeted for sampling at that site to make up for the missed event. There is a possibility that fewer than the targeted number of wet events will be sampled in a monitoring year if extraordinary circumstances result in limited qualifying rain events in a wet season.

AGENCY and CONSULTANT may negotiate modifications to the analytical requirements, as needed.

Deliverables

1. PDF reports of sample results (dry event) via email or ftp
2. PDF reports of sample results (wet event) via email or ftp
3. Electronic Data Deliverables (EDD) via email or ftp – type to be specified by AGENCY (dry event)
4. Electronic Data Deliverables (EDD) via email or ftp – type to be specified by AGENCY (wet event)
5. Cleaned borosilicate glass composite carboys delivered to AGENCY
6. Renewed/revised ELAP certificates.

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. Provide ice to keep samples cold.
4. Notify CONSULTANT of intent to sample and coordinate for sample pickup. CONSULTANT will be promptly notified if a storm event does not meet the required threshold and sampling is aborted.
5. Notify CONSULTANT of applicable changes to Permit requirements affecting laboratory analyses.

End of Exhibit A

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

1. Schedule

All Work on this contract shall be completed by 12/31/2027.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
1	Mass Emission and Major Outfalls Wet and Dry Weather Analyses	
	<ul style="list-style-type: none"> PDF Reports of sample results (dry event) via email or FTP 	25 calendar business days from receipt of sample by CONSULTANT
	<ul style="list-style-type: none"> PDF Reports of sample results (wet event) via email or FTP 	35 calendar business days from receipt of sample by CONSULTANT
	<ul style="list-style-type: none"> Electronic Data Deliverables (EDD) via email or FTP – EDD type to be specified by AGENCY (dry event) 	25 calendar business days from receipt of sample by CONSULTANT
	<ul style="list-style-type: none"> Electronic Data Deliverables (EDD) via email or FTP – EDD type to be specified by AGENCY (wet event) 	35 calendar business days from receipt of sample by CONSULTANT
	<ul style="list-style-type: none"> Cleaned borosilicate glass composite carboys delivered to AGENCY 	10 working days from receipt of carboy by CONSULTANT
	<ul style="list-style-type: none"> Provide AGENCY with renewed/revised ELAP certificates 	7 days from receipt of renewed/revised certification from ELAP

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

MODIFICATION NUMBER 1 TO AE24-012

**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:	\$ 711,939 __
Maximum Fees for Extra Services:	\$ 63,194 __
Maximum Reimbursement for Expenses:	\$ _____
 Total Amount Not to Exceed:	 \$ 775,133 __

2. Fees for Basic Services

AGENCY agrees to pay CONSULTANT for services actually rendered at the rates specified in the following Rate Table, which rates shall remain fixed for the duration of the contract, not to exceed the **maximum fee amount of \$711,939**. 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

Matrix	Parameter	Method	Price	Comments
W / SW	Oil and Grease	EPA 1664B	\$60	
W / SW	Total Phenols	EPA 425.1*	\$65	
W / SW	Total Phenols	EPA 625.1	\$0	\$0 if done with a PAH
W / SW	Total Phenols	EPA 625.1	\$170	\$170 if done w/o a PAH
W / SW	Cyanide, total	SM 335.4*	\$75	
W / SW	Cyanide, total	EPA 9012A*	\$75	
W / SW	pH	SM 4500-H+ B	\$11	
W / SW	Total Phosphorus	SM 4500-P E	\$45	
W / SW	Dissolved Phosphorus	SM 4500-P E	\$45	
W / SW	Turbidity	EPA 180.1	\$11	
W / SW	Total Suspended Solids (TSS)	SM 2540 D	\$23	
W / SW	Total Dissolved Solids (TDS)	SM 2540 C	\$23	
W / SW	Total Organic Carbon (TOC)	SM 5310 B	\$45	
W / SW	Total Petroleum Hydrocarbon	EPA 8015B*	\$90	
W / SW	Biochemical Oxygen Demand (BOD)	SM5210B*	\$95	
W / SW	Chemical Oxygen Demand (COD)	SM5220D*	\$70	
W / SW	Total Ammonia-Nitrogen	SM 4500-NH3 D	\$28	
W / SW	Total Kjeldahl Nitrogen	EPA 351.2	\$45	
W / SW	Nitrate+Nitrite	SM 4500-NO3 E	\$50	
W / SW	Alkalinity	SM 2320 B	\$23	
W / SW	Specific Conductance	SM 2510 B	\$11	
W / SW	Total Hardness	SM 2340 B	\$29	
W / SW	MBAS	SM 5540 C	\$50	
W / SW	Chloride	EPA 300.0	\$29	

MODIFICATION NUMBER 1 TO AE24-012

Matrix	Parameter	Method	Price	Comments
W / SW	Fluoride	EPA 300.0	\$29	
W / SW	Methyl tertiary butyl ether (MTBE)/ 2-chloroethyl vinyl ether	EPA 624.1*	\$110	
W / SW	Methyl tertiary butyl ether (MTBE)/ 2-chloroethyl vinyl ether	EPA 8260B*	\$110	
W / SW	Perchlorate	EPA 314.0*	\$95	
W / SW	Orthophosphate as P (Dissolved)	EPA 300.0	\$29	
W / SW	Suspended Sediment Concentration (SSC)B	ASTM D3977-97B	\$60	
W / SW	Suspended Sediment Concentration (SSC)C	ASTM D3977-97C	\$95	
W / SW	Dissolved Organic Carbon (DOC)	SM 5310 B	\$45	
W	Total & Dissolved Metals Suite	EPA 200.8	\$185	
W	Total & Dissolved Metals Only - up to 3 elements	EPA 200.8	\$110	
W	Total & Dissolved Metal Only - 1 element Only	EPA 200.8	\$100	
W	Total Metals Only Suite	EPA 200.8	\$100	
W	Total Metals Only - up to 3 elements	EPA 200.8	\$60	
W	Total Metal Only - 1 element Only	EPA 200.8	\$65	
W	Dissolved Metals Only Suite	EPA 200.8	\$115	
W	Dissolved Metals Only - up to 3 elements	EPA 200.8	\$75	
W	Dissolved Metal Only - 1 element Only	EPA 200.8	\$65	
SW	Total & Dissolved Metals Suite	EPA 1640	\$445	Brackish to Marine
SW	Total & Dissolved Metals Only - up to 3 elements	EPA 1640	\$340	Brackish to Marine
SW	Total & Dissolved Metal Only - 1 element Only	EPA 1640	\$235	Brackish to Marine
SW	Total Metals Only Suite	EPA 1640	\$285	Brackish to Marine
SW	Total Metals Only - up to 3 elements	EPA 1640	\$185	Brackish to Marine
SW	Total Metal Only - 1 element Only	EPA 1640	\$135	Brackish to Marine
SW	Dissolved Metals Only Suite	EPA 1640	\$310	Brackish to Marine
SW	Dissolved Metals Only - up to 3 elements	EPA 1640	\$210	Brackish to Marine
SW	Dissolved Metal Only - 1 element Only	EPA 1640	\$160	Brackish to Marine
	Aluminum			
	Antimony			
	Arsenic			
	Barium			

MODIFICATION NUMBER 1 TO AE24-012

Matrix	Parameter	Method	Price	Comments
	Beryllium			
	Cadmium			
	Chromium			
	Copper			
	Iron			
	Lead			
	Nickel			
	Selenium			
	Silver			
	Thallium			
	Zinc			
W / SW	Total Chromium (Hexavalent)	EPA 218.6	\$80	
W / SW	Total Chromium (Hexavalent)	SM 3500-Cr B	\$80	
W / SW	Total & Dissolved Mercury	EPA 1631E	\$100	
W / SW	Total Mercury Only	EPA 1631E	\$60	
W / SW	Dissolved Mercury Only	EPA 1631E	\$70	
W / SW	Total & Dissolved Mercury	EPA 245.7	\$90	
W / SW	Total Mercury Only	EPA 245.7	\$45	
W / SW	Dissolved Mercury Only	EPA 245.7	\$55	
W / SW	SVOCs - PAHs/Acids/Base-Neutrals/Phthalates	EPA 625.1	\$485	
W / SW	PAHs Suite Only	EPA 625.1-PAHs	\$245	
W / SW	PAHs - up to 3 compounds	EPA 625.1-PAHs	\$185	
W / SW	PAH - 1 compound Only	EPA 625.1-PAHs	\$170	
	Acenaphthene			
	Acenaphthylene			
	Anthracene			
	1,2 Benzanthracene (benzo[a]anthracene)			
	Benzo(a)pyrene			
	Benzo(g,h,i)perylene (1,12-benzoperylene)			
	3,4 Benzofluoranthene (benzo[b]fluoranthene)			
	Benzo(k)fluoranthene			
	Chrysene			
	Dibenzo(a,h)anthracene			
	Fluoranthene			
	Fluorene			
	Indeno(1,2,3-c,d)pyrene			
	Naphthalene			
	Phenanthrene			
	Pyrene			
W / SW	Acid Extractables Suite Only (Total Phenols)	EPA 625.1-Acid	\$80	\$80 if done with a PAH
W / SW	Acid Extractables - up to 3 compounds	EPA 625.1-Acid	\$80	\$80 if done with a PAH

MODIFICATION NUMBER 1 TO AE24-012

Matrix	Parameter	Method	Price	Comments
W / SW	Acid Extractables - 1 compound Only	EPA 625.1-Acid	\$80	\$80 if done with a PAH
W / SW	Acid Extractables Suite Only (Total Phenols)	EPA 625.1-Acid	\$170	\$170 if done w/o a PAH
W / SW	Acid Extractables - up to 3 compounds	EPA 625.1-Acid	\$135	\$135 if done w/o a PAH
W / SW	Acid Extractables - 1 compound Only	EPA 625.1-Acid	\$110	\$110 if done w/o a PAH
	2-Chlorophenol			
	4-Chloro-3-methylphenol (3-Methyl-4-Chlorophenol)			
	2,4-Dichlorophenol			
	2,4-Dimethylphenol			
	2,4-Dinitrophenol			
	2-Nitrophenol			
	4-Nitrophenol			
	4,6-Dinitro-2-methylphenol			
	Pentachlorophenol			
	Phenol			
	2,4,6-Trichlorophenol			
W / SW	Base-Neutrals Suite Only	EPA 625.1-B/N	\$80	\$80 if done with a PAH
W / SW	Base-Neutrals - up to 3 compounds	EPA 625.1-B/N	\$80	\$80 if done with a PAH
W / SW	Base-Neutrals - 1 compound Only	EPA 625.1-B/N	\$80	\$80 if done with a PAH
W / SW	Base-Neutrals Suite Only	EPA 625.1-B/N	\$170	\$170 if done w/o a PAH
W / SW	Base-Neutrals - up to 3 compounds	EPA 625.1-B/N	\$135	\$135 if done w/o a PAH
W / SW	Base-Neutrals - 1 compound Only	EPA 625.1-B/N	\$110	\$110 if done w/o a PAH
	Benzidine			
	Bis(2-Chloroethoxy) methane			
	Bis(2-Chloroisopropyl) ether			
	Bis(2-Chloroethyl) ether			
	4-Bromophenyl phenyl ether			
	2-Chloronaphthalene			
	4-Chlorophenyl phenyl ether			
	1,3-Dichlorobenzene			
	1,4-Dichlorobenzene			
	1,2-Dichlorobenzene (Dichlorobenzene, 1,2-)			
	3,3'-Dichlorobenzidine			
	2,4-Dinitrotoluene			
	2,6-Dinitrotoluene			
	1,2-Diphenylhydrazine			
	Hexachlorobutadiene			
	Hexachloro-cyclopentadiene			
	Hexachloroethane			
	Isophorone			

MODIFICATION NUMBER 1 TO AE24-012

Matrix	Parameter	Method	Price	Comments
	Nitrobenzene			
	N-Nitrosodimethyl amine			
	N-Nitrosodiphenyl amine			
	N-Nitrosodi-n-propyl amine			
	1,2,4-Trichlorobenzene			
W / SW	Phthalates Suite Only	EPA 625.1-Phthalates	\$80	\$80 if done with a PAH
W / SW	Phthalates - up to 3 compounds	EPA 625.1-Phthalates	\$80	\$80 if done with a PAH
W / SW	Phthalates - 1 compound Only	EPA 625.1-Phthalates	\$80	\$80 if done with a PAH
W / SW	Phthalates Suite Only	EPA 625.1-Phthalates	\$170	\$170 if done w/o a PAH
W / SW	Phthalates - up to 3 compounds	EPA 625.1-Phthalates	\$135	\$135 if done w/o a PAH
W / SW	Phthalates - 1 compound Only	EPA 625.1-Phthalates	\$110	\$110 if done w/o a PAH
	Bis(2-Ethylhexyl) phthalate			
	Butyl benzyl phthalate (Benzyl butyl phthalate)			
	Diethyl phthalate			
	Dimethyl phthalate			
	di-n-Butyl phthalate			
	di-n-Octyl phthalate			
W / SW	Organochlorine Pesticides Suite Only	EPA 625.1-OCP	\$195	
W / SW	Organochlorine Pesticides - up to 3 compounds	EPA 625.1-OCP	\$180	
W / SW	Organochlorine Pesticides - 1 compound Only	EPA 625.1-OCP	\$170	
	Aldrin			
	alpha-BHC (alpha-HCH)			
	beta-BHC (beta-HCH)			
	delta-BHC (delta-HCH)			
	gamma-BHC (lindane) (gamma-HCH)			
	alpha-chlordane			
	gamma-chlordane			
	4,4'-DDD			
	4,4'-DDE			
	4,4'-DDT			
	Dieldrin			
	alpha-Endosulfan			
	beta-Endosulfan			
	Dacthal (DCPA)			
	Endosulfan sulfate			
	Endrin			
	Endrin aldehyde			
	Heptachlor			

MODIFICATION NUMBER 1 TO AE24-012

Matrix	Parameter	Method	Price	Comments
	Heptachlor Epoxide			
W / SW	Toxaphene	EPA 625.1-NCI	\$55	\$55 if done with OCPs
W / SW	Toxaphene	EPA 625.1-NCI	\$170	\$170 if done w/o OCPs
W / SW	PCB Aroclors Suite Only	EPA 625.1	\$0	\$0 if done with OCPs.
W / SW	PCB Aroclors Suite Only	EPA 625.1	\$195	\$195 if done w/o OCPs.
	Aroclor-1016			
	Aroclor-1221			
	Aroclor-1232			
	Aroclor-1242			
	Aroclor-1248			
	Aroclor-1254			
	Aroclor-1260			
W / SW	Organophosphorous Pesticides	EPA 625.1-OPPs	\$195	
	Chlorpyrifos			
	Diazinon			
	Malathion			
W / SW	Triazine Herbicides	EPA 625.1-Triazines	\$180	
	Atrazine			
	Cyanazine			
	Prometryn			
	Simazine			
W / SW	2,4-D	EPA 615*	\$345	
W / SW	2,4,5-TP (SILVEX)	EPA 615*	\$0	\$0 if done with 2,4-D
W / SW	2,4,5-TP (SILVEX)	EPA 615*	\$345	\$345 if done w/o 2,4-D
W / SW	Glyphosate	EPA 547*	\$235	
W / SW	PCB Congeners - Low-Level	EPA 625.1	\$135	\$135 if done with OCPs
W / SW	PCB Congeners - Low-Level	EPA 625.1	\$330	\$330 if done w/o OCPs
	PCB 8			
	PCB 11			
	PCB 18			
	PCB 27			
	PCB 28			
	PCB 29			
	PCB 31			
	PCB 33			
	PCB 37			
	PCB 44			
	PCB 49			
	PCB 52			
	PCB 56 /60			
	PCB 64			
	PCB 66			
	PCB 70			
	PCB 74			
	PCB 77			
	PCB 81			
	PCB 87			

MODIFICATION NUMBER 1 TO AE24-012

Matrix	Parameter	Method	Price	Comments
	PCB 95			
	PCB 97			
	PCB 99			
	PCB 101			
	PCB 105			
	PCB 110			
	PCB 114			
	PCB 118			
	PCB 119			
	PCB 123			
	PCB 126			
	PCB 128			
	PCB 137			
	PCB 138			
	PCB 141			
	PCB 146			
	PCB 149			
	PCB 151			
	PCB 153			
	PCB 156			
	PCB 157			
	PCB 158			
	PCB 167			
	PCB 168			
	PCB 169			
	PCB 170			
	PCB 174			
	PCB 177			
	PCB 180			
	PCB 183			
	PCB 187			
	PCB 189			
	PCB 194			
	PCB 195			
	PCB 198			
	<i>PCB 199 / 200 (report 199)</i>			
	PCB 201			
	PCB 203			
	PCB 206			
	PCB 209			
W / SW	Dacthal (DCPA)	EPA 625.1	\$0	\$0 if done with OCPs.
W / SW	Dacthal (DCPA)	EPA 625.1	\$170	\$170 if done w/o OCPs
W / SW	Pyrethroids Pesticides Suite	EPA 625.1-MRM	\$235	
	Bifenthrin			
	Cyfluthrin			
	Cypermethrin			
	Esfenvalerate			

MODIFICATION NUMBER 1 TO AE24-012

Matrix	Parameter	Method	Price	Comments
	Lambda-cyhalothrin			
	Permethrin			
W / SW	Fipronil Pesticides Suite	EPA 625.1-NCI	\$205	
	Fipronil			
	Fipronil Sulfide			
	Fipronil Sulfone			
	Fipronil Desulfinyl			
W / SW	Neonicotinoid Pesticides - 1 Compound Only	EPA 625.1-MRM	\$190	
	Imidacloprid			
W / SW	Residual Chlorine	SM 4500-CI D	\$28	
W / SW	Dissolved Inorganic Carbon	SM 5310 B	\$45	
W / SW	Total Inorganic Carbon	SM 5310 B	\$45	
W	Major Cations (Ca, Mg, K, Na) - 3 or 4 elements	EPA 200.8	\$50	\$50 if done with 200.8 Total Metals Only Suite
W	Major Cations (Ca, Mg, K, Na) - 1 or 2 elements	EPA 200.8	\$25	\$25 if done with 200.8 Total Metals Only Suite
W	Major Cations (Ca, Mg, K, Na) - 3 or 4 elements	EPA 200.8	\$60	\$60 if done w/o 200.8 Total Metals Only Suite
W	Major Cations (Ca, Mg, K, Na) - 3 or 4 elements	EPA 200.8	\$50	\$50 if done w/o 200.8 Total Metals Only Suite
W	Calcium		\$0	\$0 if done with Hardness
W	Magnesium		\$0	\$0 if done with Hardness
W	Silica	EPA 200.8	\$14	\$14 if done with Metals
W	Silica	EPA 200.8	\$50	\$50 if done alone
W / SW	Boron	EPA 200.8	\$14	\$14 if done with Metals
W / SW	Boron	EPA 200.8	\$50	\$50 if done alone
W	Sulfate	EPA 300.0	\$28	
W / SW	Imazapyr	NCL ME 326*	\$305	
W / SW	NID as cobalt thiocyanate active substances	SM 5540D*	\$305	
W	Nitrate-N	EPA 300.0	\$28	
W	Nitrite-N	EPA 300.0	\$28	
W / SW	Total Solids	SM 2540 B	\$28	
W / SW	Volatile Suspended Solids	SM 2540 E	\$28	
Item	Description	Unit	Price	Comments
Line Item	Custom EDD compatible to AGENCY Format	Report	\$65	
Line Item	Courier fees (routine)	Round Trip	\$400	
Line Item	Courier fees (weekday)	Round Trip	\$400	
Line Item	Courier fees (weekend)	Round Trip	\$600	
Line Item	Sample splitting	Carboy	\$95	
Line Item	20-liter glass carboy (with lid) cleaning with HNO3 and purified water	Carboy	\$90	
Line Item	20-liter glass carboy (with lid) cleaning with HNO3, purified water, and methanol	Carboy	\$90	

MODIFICATION NUMBER 1 TO AE24-012

Matrix	Parameter	Method	Price	Comments
Line Item	Filtration fee (e.g. dissolved metals)	Sample	\$16	If analysis not run
Line Item	Digestion fee (e.g. dissolved metals)	Sample	\$33	If analysis not run
Line Item	1% HNO3 supply	Liter	\$16	
Line Item	HNO3 (concentrated) supply	Liter	\$1,100	Optima Grade
Line Item	HNO3 disposal	Liter	\$0	
Line Item	Methanol supply	Liter	\$16	
Line Item	Methanol disposal	Liter	\$0	
Line Item	Organics-free blank water supply	Liter	\$0	
Line Item	Equipment cleaning-dilute HNO3 disposal	Liter	\$0	
Line Item	Technician	Hour	\$70	
Line Item	Scientist	Hour	\$100	
Line Item	Supervisor	Hour	\$135	

W = Water

SW = Saline Water

* = Subcontracted

Task Table

Task	Description	Maximum Fee
1	Mass Emission and Major Outfalls Wet and Dry Weather Analyses	\$711,939
Total		\$711,939

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 \$63,194**.

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 \$_____**:

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

MODIFICATION NUMBER 1 TO AE24-012

(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

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

MODIFICATION NUMBER 1 TO AE24-012

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