

MODIFICATION NUMBER 2 TO CONTRACT AE20-032**Contract Title:** Santa Clara River Bacteria TMDL Monitoring and Reporting

This modification ("MODIFICATION NO. 2") is made and entered into by and between the County of Ventura, hereinafter referred to as AGENCY, and Rincon Consultants, Inc., hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT originally dated 1/14/2020 for the CONSULTANT to provide Santa Clara River Bacteria TMDL Monitoring and Reporting for a total contract amount of \$153,967.80 and a contract completion date of 12/30/2021 ("CONTRACT"); and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT 01/20/2021 to transfer \$19,145.25, estimated cost of analytical laboratory subconsultant services, from "Maximum Fees for Basic Services" to "Maximum Reimbursement for Expenses" ("MODIFICATION NO. 1")

WHEREAS it has become necessary to accommodate a higher level of effort, as needed, to extend monitoring and reporting services and increase CONTRACT amount by \$138,176.00; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of said existing CONTRACT;

NOW THEREFORE, the parties hereto agree as follows:

1. All provisions of the original contract dated 01/14/2020, shall remain in full force and effect unless expressly modified by this modification.
2. Exhibit A (Scope of Work and Services) shall be modified as follows:
Replace Exhibit A with the attached Modification No. 2 Exhibit A.
3. Exhibit B (Time Schedule) shall be modified as follows:
Replace Exhibit B with the attached Modification No. 2 Exhibit B.
4. Exhibit C (Fees and Payment) shall be modified as follows:
Replace Exhibit C with the attached Modification No. 2 Exhibit C.
5. The total contract amount is hereby increased by \$138,176 for a new contract total amount of \$292,143.80. The contract completion date changes from 12/30/2021 to 12/30/2023.

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

FOR CONSULTANT

Name:  10/12/2021

Title: Vice President Date

FOR AGENCY:

Name:  10/21/21

Director of Public Works Agency Date

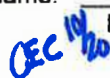


EXHIBIT A - SCOPE OF WORK AND SERVICES
(Changes in Bold/Italic)

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:

CONSULTANT shall provide for required monitoring and reporting services to meet compliance with Santa Clara River (SCR) Bacteria TMDL. These services shall be conducted in accordance with Final In-Stream Compliance Monitoring Plan for Santa Clara River Estuary and Reach 3 Bacteria Total Maximum Daily Load (May 10, 2016) (CMP) and approved Outfall Monitoring Plan (December 2017). This work is cost-shared, as documented in the Memorandum of Agreement (MOA) and MOA Amendment No. 1, by five TMDL Responsible Agencies including County of Ventura and Cities of Fillmore, Oxnard, Santa Paula, and Ventura. ***Starting in October 2021, Ventura County Watershed Protection District will also participate in cost-sharing agreement, i.e., MOA Amendment No. 2, for this TMDL compliance effort to address new Municipal Stormwater Permit requirements.***

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1: Outfall and Receiving Water Quality Monitoring

CONSULTANT shall conduct Outfall and Receiving Water Quality Monitoring consistent with monitoring procedures outlined in the Outfall Monitoring Plan and Receiving Water Monitoring Plan. Two (2) surface water quality samples will be taken at the SCR Estuary and Reach 3 SCR sampling locations on a weekly basis and five outfalls on monthly basis. As applicable, receiving water monitoring shall occur in coordination with Bacteria TMDL Outfall monitoring. It is anticipated that **38** events will correspond with outfall monitoring activities. In accordance with the Outfall Monitoring Plan, teams will consist of two (2) personnel for the **38** coordinated outfall monitoring events. For sampling days that do not align with outfall monitoring activities, only one (1) staff person shall visit the receiving sampling sites. It is anticipated that **88** events shall be conducted by one (1) staff person, unless conditions require additional staff due to safety considerations.

Deliverables:

1. Field logs and chain-of-custody forms included in the project reports.

Task 2: Data Management and Reporting

CONSULTANT shall manage quantitative bacteria data collected at the outfall monitoring locations (five sites) and receiving water monitoring locations (two sites) in an excel spreadsheet. Data management includes bacteria data compilation, TMDL numeric target exceedance identification, and field data sheet compilation, as well as weekly rain gage tracking from H245 and H066 rain gages in Ventura County (found at <http://www.vcwatershed.net/fws/gmap.html>). Additionally, Rincon will determine if samples occurred during dry or wet weather for each outfall monitoring location using the precipitation data from the appropriate rain gage.

Deliverables:

1. Draft Semiannual Reports due May 24, 2020, May 24, 2021, **and May 24, 2022.**
2. Final Semiannual Reports due June 8, 2020, June 8, 2021, and **June 8, 2022.**
3. Draft and Final Annual Report due November 24, 2020, December 8, 2020, November 24, 2021, December 8, 2021, **November 24, 2022, and December 8, 2022.**
4. Excel spreadsheet summarizing all data collected between February 1, 2020 and **March 21, 2023** due before final payment.

Task 3. Project Management

Provide all appropriate project management services to ensure that all activities are completed in an effective and efficient manner. CONSULTANT shall provide for project management, monthly updates to

the AGENCY's Project Manager, as-needed communication, and up to **seven** in person **or online** meetings to discuss program details and progress reports.

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 accomplish the following:

1. Provide 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.

End of Exhibit A

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

1. Schedule

All Work on this contract shall be completed by 12/30/2023.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
1	Outfall and Receiving Water Quality Monitoring	<i>December 30, 2023</i>
2	Data Management and Reporting submittals: Draft Semiannual 2020 Report Final Semiannual 2020 Report Draft Semiannual 2021 Report Final Semiannual 2021 Report <i>Draft Semiannual 2022 Report</i> <i>Final Semiannual 2022 Report</i> Draft Annual Report Final Annual Report Excel spreadsheet summarizing all data collected between February 1, 2020 and <i>March 21, 2023</i>	May 24, 2020 June 8, 2020 May 24, 2021 June 8, 2021 <i>May 24, 2022</i> <i>June 8, 2022</i> <i>November 24, 2022</i> <i>December 8, 2022</i> <i>December 30, 2023</i>
3	Project Management	<i>December 30, 2023</i>

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

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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:	\$	227,647.95
Maximum Fees for Extra Services:	\$	17,331.80
Maximum Reimbursement for Expenses:	\$	47,164.05
 Total Amount Not to Exceed:	 \$	 292,143.80

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 \$227,647.95**. 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 ¹	Prevailing ²	Travel ³
1	<i>Principal</i>	Hour	\$222.27	n/a	No
2	<i>Supervising Environmental Scientist/Planner/Biologist</i>	Hour	\$173.00	n/a	Yes
3	<i>Senior Environmental Scientist/Planner /Biologist II</i>	Hour	\$163.89	n/a	Yes
4	<i>Senior Environmental Scientist/Planner /Biologist I</i>	Hour	\$152.11	n/a	Yes
5	<i>Environmental Scientist IV/Planner IV /Biologist IV</i>	Hour	\$140.33	n/a	Yes
6	<i>Environmental Scientist III/Planner III /Biologist III</i>	Hour	\$128.54	n/a	Yes
7	<i>Environmental Scientist II/Planner II /Biologist II</i>	Hour	\$111.40	n/a	Yes
8	<i>Environmental Scientist I/Planner I /Biologist I</i>	Hour	\$100.69	n/a	Yes
9	AutoCAD, GIS Technician	Hour	\$93.73	n/a	No
10	Graphic Designer	Hour	\$88.37	n/a	No

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Item	Position/Equipment	Unit	Regular ¹	Prevailing ²	Travel ³
11	Administrative	Hour	\$75.52	n/a	No
12	Expert Witness/Depositions/In- court Testimony	Hour	\$328.86	n/a	No
13	Associate II	Hour	\$91.05	n/a	Yes
14	Associate I	Hour	\$85.70	n/a	Yes
15	Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	Day	\$57.00	n/a	n/a
16	Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	Day	\$100.00	n/a	n/a
17	Hach FH 950 Handheld Velocity Meter	Day	\$95.00	n/a	n/a

Notes: 1) The Regular rates shown include all routine general and administrative expenses including but not limited to: phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the Rate Table above.

2) The Prevailing rates shown include all routine general and administrative expenses including but not limited to: phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the Rate Table above.

3) The word "Yes" in the Travel column above indicates that reimbursement for travel within Ventura County is authorized for the position described by that item.

Task Table

Task	Description	Maximum Fee
1	Outfall and Receiving Water Quality Monitoring	\$ 170,570.05
2	Data Management and Reporting	\$ 38,846.45
3	Project Management	\$ 18,231.45
	Total	\$ 227,647.95

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 \$17,331.80.

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

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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 \$47,164.05:

(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 if 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.

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CONSULTANT shall submit all invoices to:

PWA.consultantinvoices@ventura.org

Payment Schedule

Payments shall be made monthly by AGENCY upon presentation of a properly completed AGENCY Invoice Form as described above. Upon approval of the invoice, AGENCY shall pay CONSULTANT 95% of the maximum fee for the specific task/milestone. Upon completion and acceptance by AGENCY of the task/milestone, AGENCY shall pay CONSULTANT the balance of the fee.

Timely Invoicing

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

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

End of Exhibit C