

Central Services
Joan Araujo, Director

Engineering Services
James O'Tousa, Director

Roads & Transportation
Anitha Balan, Director

Water & Sanitation
Joseph Pope, Director

Watershed Protection
Vacant, Director

March 4, 2024

Pacific Advanced Civil Engineering, Inc. (PACE)
17520 Newhope Street, Suite 200
Fountain Valley, CA 92708

Attn: Duncan Lee;

Subject: Executed Modification Number 02 for Contract:
Feasibility Study for Kiddie Beach Wet Weather Bacteria TMDL
Compliance
AE Number: 22-002

Attached is your copy of the executed Modification for subject contract. Your attention is called to any changes made in Exhibits A (Scope of Work), B (Time Schedule) and C (Fees and Payments) throughout this modification. You may contact me with questions at karen.goodman@ventura.org.

Sincerely,



Karen Goodman
Supervising Contract Support
Engineering Services



MODIFICATION NUMBER 2 TO CONTRACT AE22-002

Contract Title: Feasibility Study for Kiddie Beach Wet Weather Bacteria TMDL Compliance

This modification ("Modification No. 2") is made and entered into by and between the County of Ventura, hereinafter referred to as AGENCY, and Pacific Advanced Civil Engineering, Inc., hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT ("CONTRACT") originally entered into on 9/14/2021 for the CONSULTANT to provide stormwater feasibility study services for the Kiddie Beach Wet Weather Bacteria TMDL compliance with a total contract amount of \$220,195.50, and a contract completion date of 6/30/2023; and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on 5/31/2023 to extend the CONTRACT completion date to 12/31/2023 ("MODIFICATION NO. 2"); and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to add scope of work, budget, and time for continued site assessment, design, and preparation of documentation for completion of a 30% design; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to increase the maximum fees for Basic Services by \$208,156.00 and increase the maximum fees for Extra Services by \$10,408.00 for a new total contract amount of \$438,759.50 and extend the contract completion date to 6/30/2025;

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. 2.
2. Exhibit A (Scope of Work and Services) is modified as follows:
Replace Exhibit A with the attached Modification No. 2 Exhibit A.
3. Exhibit B (Time Schedule) is modified as follows:
Replace Exhibit B with the attached Modification No. 2 Exhibit B.
4. Exhibit C (Fees and Payment) is modified as follows:
Replace Exhibit C with the attached Modification No. 2 Exhibit C.

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

FOR CONSULTANT

Name:  3/1/2024
Date

Title: Principal, QA/QC Manager - Utilities Division - PACE

FOR AGENCY:

Name:  3/5/24
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:

Feasibility study to achieve compliance with wet weather bacteria TMDL at Kiddie Beach in County unincorporated community of Silver Strand. The CONSULTANT shall be responsible for evaluating all feasible options, selection of most effective alternative and development of conceptual plans. The CONSULTANT shall also assist the AGENCY in stakeholder and public outreach discussing options and selection of the most effective alternative to comply.

The feasibility study identified an opportunity to comply with TMDL requirements by diverting dry and wet weather runoff that would otherwise discharge at Kiddie Beach to the Santa Paula Pump Station.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1 - Review of Available Plans, Databases, and Related Documentation

Gather and review reports, as-builts, GIS shape files, 2014 Silver Strand Pump Station Deficiency Study, and any other reports or documentation available for the San Nicholas Pump Station (SNPS), SNPS low flow diversion, storm drain system, and sanitary sewer system in Silver Strand area. Review and verify low flow diversion drainage area delineation and resolve discrepancies. ***Review record drawings of County-owned facilities and third-party underground utilities to validate proposed concept plans and update the preliminary base map for the proposed alignment of the storm drain diversion.***

Deliverables

1. Technical Memorandum with summary of findings (pdf file, MS Word file, ArcView shape file, and any other associated original electronic files).
2. ***Updated preliminary base map.***

Task 2 – Sewer Capacity Study

Perform sewer monitoring within the low flow diversion drainage area for a sewer capacity study at five (5) sewer manholes and for a period of two (2) continuous weeks. AGENCY will waive encroachment permit fees, and AGENCY will provide necessary temporary traffic control and manhole access for placement and removal of monitoring equipment.

Deliverables

1. Summary of sewer capacity study results and conclusions (pdf file, MS Word file, ArcView shape file, and any other associated original electronic files).

Task 3 - Analysis of Alternatives to Comply with Wet Weather Bacteria TMDL at Kiddie Beach

CONSULTANT shall identify and analyze all potentially viable options to comply with wet weather bacteria TMDL at Kiddie Beach. CONSULTANT shall consider the following wet weather TMDL compliance options: (1) Diverting all wet weather flow to the sanitary sewer by upgrading AGENCY-owned infrastructure; (2) Diverting all wet weather flow to the sanitary sewer by upgrading AGENCY-owned infrastructure and non-AGENCY-owned sanitary sewer conveyance and treatment capacity; (3) Combination of diverting wet weather flow to the sanitary sewer and/or other pump station outfalls and temporary capture, storage, and treatment; (4) Combination of diverting wet weather flow to the sanitary sewer and/or other pump station outfalls and in-line disinfection/treatment; (5) Combination of diverting wet weather flow to the sanitary sewer and/or other pump station outfalls and disinfection/treatment in SNPS vault; (6) Redistribution of wet weather flow to outfalls at the Santa Paula and Santa Monica Pump Stations; and (7) any other identified options. CONSULTANT shall use

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existing AGENCY hydrology and hydraulics results, along with land coverage, pollutant loadings, and other data, to establish pollutant runoff stream conditions to divert or treat. These conditions can be volumes, flowrates, hydrographs, constituent concentrations, and frequencies, allowing selection of different diversion and treatment approaches that shall provide the greatest reduction in watershed loadings and pollutant reductions given capital construction costs and long-term operations and maintenance costs, and considering regulatory constraints and community support. CONSULTANT shall then develop a matrix of the costs of various improvement alternatives versus the percentages of stormwater discharge reduction, which can be used to identify the most viable and feasible alternative. For this scope of work, AGENCY is defining wet weather flows as any flows generated within the drainage area generated during 0.1 inches or more of precipitation and within 72 hours after the end of the eligible storm event, per the Channel Island Harbor Beaches Bacteria TMDL. Considering TMDL requirements, CONSULTANT's systematic approach to this analysis shall be an "iterative process" to estimate performance in storm drain discharge or pollution reduction at different volumes and rates of wet weather flow. Through this process, CONSULTANT shall then objectively identify an optimal design parameter to size various improvements, followed by both capital and maintenance cost estimates for each potential alternative. The AGENCY will have the ability to direct CONSULTANT to stop pursuing sewer diversion or flow redirection alternatives if new information supporting such decision becomes available. CONSULTANT shall work with the AGENCY to develop a ranking system with various essential criteria for AGENCY's approval to objectively rank each potentially viable option for further consideration. Ranking criteria should include: (1) Effectiveness of the option to reduce Bacteria TMDL loading and meet wet weather Bacteria TMDL requirements; (2) Potential to reduce or eliminate all wet weather flows from SNPS outfall; (3) Estimated capital costs; (4) Estimated long term operation and maintenance costs; (5) Estimated life cycle cost analysis; (6) Both potential positive and negative impacts to the Silver Strand community residents; (7) Potential CEQA and regulatory requirements; (8) Potential utility relocation; (9) Potential added costs from street and landscape improvements; (10) Preliminary constructability assessment; and (11) Any other identified criteria.

Deliverables

1. Technical Memorandum outlining potentially feasible options and ranking system and ranking criteria (pdf file with MS Word, ArcView shape files, and any other associated original electronic files).

Task 4 - Stakeholder Outreach Plan and Public Meetings

CONSULTANT shall work with the AGENCY to develop a strategic stakeholder outreach plan to discuss feasibility study, selection of preferred alternative, and future project outreach needs. CONSULTANT shall participate and assist the AGENCY in conducting meetings with project stakeholders and local sanitation district representatives to receive feedback regarding opportunities for wet weather diversion and to prioritize options. Three meetings may be scheduled with local sanitation district representatives and up to three meetings with AGENCY staff responsible for operation and maintenance of all three pump stations for Silver Strand community, as needed. In addition, two meetings with project stakeholders, including regulatory agencies, local municipal and sanitation agencies, non-governmental organizations, residents, interested parties, and others. CONSULTANT shall document received information and feedback regarding wet weather diversion alternatives.

Deliverables

1. Meeting-specific PowerPoint presentation(s) (Power Point file),
2. Meeting handouts (pdf file and any other associated electronic files),
3. Meeting minutes and records of provided feedback (pdf file); and
4. Draft and Final Stakeholder Outreach Plan (pdf file and any other associated electronic files).

Task 5 – Development of Conceptual Plans

CONSULTANT shall develop conceptual plans for selected option for wet weather pollutant discharge elimination and wet weather TMDL compliance. Conceptual plans shall consider sewer and storm drain system capacity, peak sewage and storm drain flows, acceptable discharge rates, and any restrictions based on time, as applicable. CONSULTANT shall conduct up to two site visits to assess site

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conditions. CONSULTANT shall consider preliminary permitting assessment results determined under Task 6, address potential permitting challenges, and constructability (e.g., utility location/relocation, street/landscaping improvements, etc.) to determine if the selected alternative is feasible. Conceptual plans shall include estimated planning, design, permitting, construction, and long-term operation and maintenance costs. During a site visit for planning purposes only, CONSULTANT shall conduct survey and verify sufficient grades are present for the recommended alternative. CONSULTANT shall perform a simplified desktop type of hydraulic modeling to validate the proposed concept, develop a conceptual layout of the option, and include any schematics of proposed infrastructure improvements and /or treatment systems.

Deliverables

1. Draft and final conceptual plans for the recommended alternative (pdf file, MS Word file, and any other associated electronic files).

Task 6 – Preliminary Permitting Assessment

CONSULTANT shall assess any permitting needs for the selected option for wet weather pollutant discharge elimination and wet weather TMDL compliance. Review will include evaluation for California Environmental Quality Act, Coastal Commission, 401 Water Quality Certification, 404 Nationwide Permit, and any other applicable regulations and permitting requirements. Prepare draft and final technical memorandum summarizing preliminary assessment of permitting and regulatory needs

Deliverables

1. Draft and final Technical Memorandum (pdf file)

Task 7 – Feasibility Study Report

CONSULTANT shall develop a feasibility study detailing the study's scope, assumptions, findings, and recommendations. For planning purposes, the study shall also address anticipated CEQA and regulatory permit requirements (i.e., Coastal Development Permit) and estimate the sum of amortized capital costs(CAPEX) and O&M cost (OPEX) for an acre-foot of water.

Deliverables

1. Draft and final feasibility study (pdf file, MS Word file, and any other associated electronic files).

Task 8 - Project Meetings and Management

CONSULTANT shall attend **two** project kickoff meetings (*i.e., one for the initial feasibility study and one for the 30% design efforts*) to confirm 1) project objectives, 2) the interrelationship between objectives and work tasks, and 3) the responsibility for activities and schedule to help ensure a successful project completion. CONSULTANT shall prepare agendas and provide **them** to the AGENCY's Project Manager not later than five (5) working days ahead of the meetings. After the kickoff meetings, the CONSULTANT shall prepare the meeting minutes for the Project Manager to review and approve for distribution to meeting attendees. Progress Meetings shall be held on an as-needed basis, to be scheduled in advance between the AGENCY and the CONSULTANT Project Manager. **The** CONSULTANT shall plan for up to **eight** formal virtual meetings; however, ongoing communication and collaboration will be ongoing as needed for this effort. **The** CONSULTANT shall provide and prepare an agenda and minutes for all progress meetings. **The** CONSULTANT shall also provide all appropriate project management services, including internal/external communication, task management functions, and scheduling of various project activities.

Deliverables

1. Meeting Agenda (pdf file)
2. Meeting-specific PowerPoint presentation(s) (Power Point file),
3. Meeting handouts (pdf file and associated original electronic files)
4. Meeting Minutes (pdf file)

Task 9 – Topographic Survey

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The CONSULTANT shall request marking of existing underground utilities along the proposed improvements alignment through DigAlert to identify potential utility conflicts. Subsequently, the CONSULTANT shall provide a topographic survey to gather field data and elevations along the proposed alignment to facilitate further development of the preliminary base map in AutoCAD.

Deliverables

1. *Topographic map with field-verified horizontal and vertical data.*
2. *DigAlert field markings of existing underground utilities.*

Task 10 – 30% Design

The CONSULTANT shall develop the 30% design plans, including the preliminary plan and profile of the force main for the proposed stormwater diversion system, on AGENCY standard formatted sheets and to AGENCY standards, including the Ventura County Flood Control District Design Manual. The plans shall include civil, mechanical, electrical, and instrumentation & control design components. Equipment specifications shall be performance-based, non-proprietary specifications. The CONSULTANT shall contact the power utility to request an “arc flash letter” containing the “available fault current” at the service point. If the power utility provider does not provide the requested data in a timely manner, the CONSULTANT shall make a conservative assumption for the basis of design. The plans shall include drawings, cross-sections, notes, and details, as necessary. The final plans shall include: 1) title sheet, 2) details and general notes, 3) plan view construction plans, 4) design cross sections, and 5) details. The CONSULTANT shall include a construction cost estimate for each submittal.

Deliverables

1. *Draft and final 30% design plans*
2. *Draft and final construction cost estimate*

Task 11 – Pipe Locating and Potholing

The CONSULTANT shall provide field pipe locating and potholing to validate both the horizontal location and the vertical depth of cover of potentially interfering existing underground utilities. The CONSULTANT shall provide traffic control.

Deliverables

1. *Pipe locating and potholing report.*

Task 12 – Geotechnical Survey

The CONSULTANT shall perform soil borings and prepare a geotechnical report to investigate the existing soil conditions in the area of the proposed diversion. Three (3) borings shall be completed with a truck-mounted drill rig, using continuous flight augers. One (1) boring shall be drilled to a depth of 30 feet below the existing ground surface and two (2) borings shall be drilled to depths of 15 feet below the existing ground surface. For each boring, samples shall be collected and data gathered through a Standard Penetration Test at five-foot depth intervals. Samples shall be analyzed for standard laboratory tests, such as water content, unit dry weight, Atterberg Limits, grain size analysis, direct shear, sand equivalent, and corrosivity. Excess auger cuttings shall be collected in 55-gallon drums to be temporarily stored at a local location approved by the AGENCY. The CONSULTANT shall coordinate proper waste management, disposal, and documentation for the soil cuttings, which shall be completed no later than 30 days following completion of boring activities.

The geotechnical report shall document the site location and exploration plans, subsurface exploration procedures, subsurface conditions, boring logs with field and laboratory data, existing pavement sections encountered, stratification based on visual soil classification, groundwater levels observed, allowable soil bearing capacities and lateral earth pressures for

design, trench backfill recommendations, excavation and trench shoring recommendations, and trench dewatering recommendations.

Deliverables

1. *Geotechnical Report*

Task 13 – Permitting Project Description

The CONSULTANT shall prepare a project description report to describe various anticipated construction conditions to support permit compliance documentation. The report shall include construction phasing, methodology, equipment, labor, operating hours, and schedule, traffic control, cut and fill volumes, net export volumes from trenching and exploration, limits of disturbance, and operation and maintenance requirements. The CONSULTANT shall also provide as-needed support to answer design-related questions during the permitting process.

Deliverables

1. *Draft and final project description report.*
2. *Written responses to design-related questions.*

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. Pay applicable encroachment permit fees.
4. Provide for traffic control and manhole access during sewer capacity study.
5. Compile and provide any available and related documentation to the CONSULTANT for their use.
6. ***The AGENCY will complete field marking of limits of utility investigation with removable paint.***

End of Exhibit A

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

1. Schedule

All Work on this contract shall be completed by 06/30/2025.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
1	Review of Available Plans, Databases, and Related Documentation	04/30/2024
2	Sewer Capacity Study	12/14/2021
3	Analysis of Alternatives to Comply with Wet Weather Bacteria TMDL at Kiddie Beach	02/14/2022
4	Stakeholder Outreach Plan and Public Meetings	12/14/2022
5	Development of Conceptual Plans	04/30/2022
6	Preliminary Permitting Assessment	02/14/2022
7	Feasibility Study Report	10/30/2022
8	Project Meetings and Management	06/30/2025
9	Topographic Survey	05/31/2024
10	30% Design	02/28/2025
11	Pipe Locating and Potholing	07/31/2024
12	Geotechnical Survey	10/31/2024
13	Permitting Project Description	04/30/2025

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:	\$ 417,866.00
Maximum Fees for Extra Services:	\$ 20,893.50
Maximum Reimbursement for Expenses:	\$ 0.00

Total Amount Not to Exceed: \$ **438,759.50**

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 for Tasks 1,3,4,6,7,8,10 and 13 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 \$340,986**. 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	Sr. Project Manager	Hour	\$252	n/a	Yes
2	Sr. Project Engineer	Hour	\$207	n/a	Yes
3	Project Engineer	Hour	\$179	n/a	Yes
4	Design Engineer	Hour	\$146	n/a	Yes
5	Sr. CAD Designer	Hour	\$157	n/a	No
6	CAD Designer	Hour	\$123	n/a	No
7	GIS Analyst	Hour	\$123	n/a	No
8	Graphic Designer	Hour	\$123	n/a	No
9	Administrative Support	Hour	\$95	n/a	No
10	G.P.S. Survey Unit (w/Operator)	Hour	\$269	n/a	Yes

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	Review of Available Plans, Databases, and Related Documentation	\$ 21,874.00
3	Analysis of Alternatives to Comply with Wet Weather Bacteria TMDL at Kiddie Beach	\$ 91,370.00
4	Stakeholder Outreach Plan and Public Meetings	\$ 12,280.00
5	Development of Conceptual Plans	\$ 24,810.00

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Task	Description	Maximum Fee
7	Feasibility Study Report	\$ 35,820.00
8	Project Meetings and Management	\$ 28,116.00
10	30% Design	\$ 107,316.00
13	Permitting Project Description	\$ 19,400.00
Total		\$ 340,986.00

☒ a fixed fee compensation, in the lump sum amount of **\$76,880.00**, for completion of all Basic Services for Tasks 2, 6, 9, 11 and 12.

Task Table

Task	Description	Lump Sum
2	Sewer Capacity Study	\$ 15,150.00
6	Preliminary Permitting Assessment	\$ 4,630.00
9	Topographic Survey	\$ 12,300.00
11	Pipe Locating and Potholing	\$ 21,800.00
12	Geotechnical Survey	\$ 23,000.00
Total		\$ 76,880.00

3. Fees for Extra Services

For Extra Services authorized in writing in advance by AGENCY in accordance with Exhibit A, AGENCY agrees to pay CONSULTANT an **hourly rate** compensation for actual hours of Extra Services performed that is based upon the hourly rates set forth in the Rate Table for Basic Services above or, if none, then based upon the hourly rates set forth in the following Rate Table for Extra Services, which rates shall remain fixed for the duration of the contract, not to exceed the **maximum fee amount of \$20,893.50**.

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 \$0.00**:

(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

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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 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