

**MODIFICATION NUMBER 1 TO CONTRACT AE20-032**

**Contract Title:** Santa Clara River Bacteria TMDL Monitoring and Reporting

This modification ("MODIFICATION NO. 1") is made and entered into by and between the Watershed Protection District, 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 it has become necessary to transfer \$19,145.25, estimated cost of analytical laboratory subconsultant services, from "Maximum Fees for Basic Services" to "Maximum Reimbursement for Expenses"; 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:  
*None.*
3. Exhibit B (Time Schedule) shall be modified as follows:  
*None.*
4. Exhibit C (Fees and Payment) shall be modified as follows:  
Revised Exhibit C attached.
5. The total contract amount remains the same at \$153,967.80. The contract completion date remains unchanged at 12/30/2021.

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

**FOR CONSULTANT**

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

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

**FOR AGENCY:**

Name: \_\_\_\_\_ Deputy Purchasing Agent Date

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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:	\$	<b>124,092.25</b>
Maximum Fees for Extra Services:	\$	7,331.80
Maximum Reimbursement for Expenses:	\$	<b>22,543.75</b>
 Total Amount Not to Exceed:	 \$	 153,967.80

**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 \$124,092.25**. 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 II/Director II	Hour	\$228.00	n/a	No
2	Principal I/Director I	Hour	\$209.00	n/a	No
3	Senior Supervisor II	Hour	\$194.75	n/a	No
4	Supervisor I	Hour	\$185.25	n/a	No
5	Senior Professional II	Hour	\$166.25	n/a	No
6	Senior Professional I	Hour	\$152.00	n/a	No
7	Professional IV	Hour	\$137.75	n/a	Yes
8	Professional III	Hour	\$123.50	n/a	Yes
9	Professional II	Hour	\$109.25	n/a	Yes
10	Professional I	Hour	\$99.75	n/a	Yes
11	Associate III	Hour	\$90.25	n/a	Yes
12	Associate II	Hour	\$85.50	n/a	Yes
13	Associate I	Hour	\$77.90	n/a	Yes
14	Project Assistant	Hour	\$71.25	n/a	No
15	Senior GIS Specialist	Hour	\$333.00	n/a	No
16	GIS/CADD Specialist II	Hour	\$118.75	n/a	No
17	GIS/CADD Specialist I/Technical Editor	Hour	\$106.40	n/a	No
18	Production Specialist	Hour	\$83.60	n/a	No
19	Clerical	Hour	\$71.25	n/a	No

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**Rate Table (Continued)**

Item	Position/Equipment	Unit	Regular <sup>1</sup>	Prevailing <sup>2</sup>	Travel <sup>3</sup>
20	Standard Field Equipment Package	Day	\$50.00	n/a	n/a
21	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	\$ 92,922.75
2	Data Management and Reporting	\$ 21,992.50
3	Project Management	\$ 9,177.00
	Total	\$ 124,092.25

**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 \$7,331.80.

**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 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 \$22,543.75:

- (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);

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(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.

CONSULTANT shall submit all invoices to:

Public Works Agency  
County of Ventura L#1670  
800 South Victoria Avenue  
Ventura, CA 93009-1670

#### 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

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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