

**MODIFICATION NUMBER 6 TO CONTRACT AE16-037**

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**Contract Title:** Bioassessment

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This modification ("Modification No. 6") is made and entered into by and between the Watershed Protection District, hereinafter referred to as AGENCY, and Aquatic Bioassay & Consulting Laboratories, Inc., hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT ("CONTRACT") originally entered into on 03/23/2016 for the CONSULTANT to provide bioassessment services with a total contract amount of \$328,063.00, and a contract completion date of 07/30/2020; and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on 07/03/2018 to add items to the rate table ("MODIFICATION NO. 1"); and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on 04/17/2020 to add an additional year of bioassessment services, redistribute the funds allocated to the tasks, update the fee schedule, and extend the CONTRACT completion date to 07/30/2021 ("MODIFICATION NO. 2"); and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on 03/29/2021 to add an additional year of bioassessment services, redistribute the funds allocated to the tasks, transfer funds from extra services to basic services, and extend the CONTRACT completion date to 07/30/2022 ("MODIFICATION NO. 3"); and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on 02/08/2022 to add an additional year of bioassessment services, redistribute the funds allocated to the tasks, update the fee schedule, add an additional contract amount of \$32,806, and extend the CONTRACT completion date to 07/30/2023 ("MODIFICATION NO. 4"); and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on 02/03/2023 to update the rate of an item in the rate table ("MODIFICATION NO. 5"); and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to add an additional year of bioassessment services, redistribute the funds allocated to the tasks and extra services, add additional funds, and extend the CONTRACT completion date; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the CONTRACT to increase the maximum fees for Basic Services by \$53,892, and increase the maximum fees for Extra Services by \$17,000, for a new total contract amount of \$431,761, and to extend the CONTRACT completion date to 07/30/2024;

NOW THEREFORE, the parties hereto agree as follows:

1. All provisions of the Contract, including all previous modifications listed herein, shall remain in full force and effect unless expressly modified by this Modification No. 6
2. Exhibit A (Scope of Work and Services) is modified as follows:  
Replace Modification No. 4 Revised Exhibit A with Modification No. 6 Revised Exhibit A.
3. Exhibit B (Time Schedule) is modified as follows:  
Replace Modification No. 4 Revised Exhibit B with Modification No. 6 Revised Exhibit B.
4. Exhibit C (Fees and Payment) is modified as follows:  
Replace Modification No. 4 Revised Exhibit C with Modification No. 6 Revised Exhibit C.

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

**FOR CONSULTANT**

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

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

**FOR AGENCY:**

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

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

**1. Overview of Project and Services**

AGENCY has engaged CONSULTANT to provide the following services, which are more specifically described in the Basic Services section below, to assist the AGENCY with the following project:

Bioassessments within Ventura County associated with the Ventura Countywide National Pollutant Discharge Elimination System (NPDES) stormwater permit (Permit) and the Southern California Stormwater Monitoring Coalition's (SMC) Regional Bioassessment Program (RBP), including labor, materials, analyses, and data management and reporting.

**2. Basic Services**

The following Basic Services shall be performed by CONSULTANT:

CONSULTANT shall assist AGENCY in performing bioassessment and related monitoring and analyses to meet Permit and RBP requirements, as needed for years 2016 - **2023**. Bioassessments will be based on the work plan developed by the SMC Bioassessment Working Group (Southern California Coastal Water Research Project (SCCWRP) Technical Report 849 Bioassessment Survey of the Stormwater Monitoring Coalition Workplan for Years 2015 through 2019 (Workplan)), or updated workplan, e.g. Workplan for Years 2021 through 2025. Bioassessments may include benthic macroinvertebrate (BMI) and algae (periphyton) collection and taxonomy, physical habitat assessments [P-HAB and California Rapid Assessment Method (CRAM) protocols], sediment and aquatic toxicity sample collection and analysis, and other tasks as outlined in the Workplan and any revisions, as needed. Bioassessments shall be performed at approximately 18 sites annually, within watersheds in Ventura County. Site locations and quantity will be determined by AGENCY. Replicate samples and field-based measurements are to be taken as required in the Workplan.

CONSULTANT shall perform all work in-house unless the AGENCY has been notified and has approved of subcontract laboratory and work.

CONSULTANT is not responsible for water or sediment chemistry analyses and associated sampling containers and courier services. CONSULTANT shall provide sampling containers, preservatives, and equipment for all toxicity, alkalinity, BMI, and algae sample collection, as needed.

**Sample Plan and Site Reconnaissance**

CONSULTANT shall coordinate a sampling plan with the assistance of the AGENCY, based on site reconnaissance conducted by the AGENCY and as needed, CONSULTANT, at sites within Ventura County, as described above. Site reconnaissance shall follow protocols outlined by the SMC. AGENCY will conduct site reconnaissance using maps, GIS, and/or field visits, with help from CONSULTANT as needed.

**Sampling and Field Assessment**

Monitoring shall occur to meet the Ventura County requirements of the Workplan, and may include BMI, diatoms, and soft body algae identification/enumeration; chlorophyll-a and ash-free dry mass (AFDM) quantification; P-HAB, CRAM, and hydromodification module assessments, field meter measurements, and other parameters as assigned.

AGENCY will provide water level loggers, and water and/or sediment chemistry sample bottles and chemistry analysis. AGENCY will notify CONSULTANT when water and/or sediment toxicity analysis is needed.

CONSULTANT shall supply monitoring equipment including stadia rods, pebble dowels, densiometer, calibrated field meters (water pH, temperature, dissolved oxygen, specific conductivity, and salinity), needed toxicity containers and preservatives, CRAM maps, field forms and their own transportation and waders. CONSULTANT shall provide stream flow measuring equipment, as needed.

Sampling for BMIs and P-HAB assessments shall be conducted based on Surface Water Ambient Monitoring Program (SWAMP) 2007 (or latest version) protocols. Algae (periphyton) collection shall be based on the most recent protocol developed by SCCWRP for SWAMP (February 2009 or later). Habitat assessments shall be conducted using the most recent California Rapid Assessment Methods (CRAM v5.0.2, Collins et al. 2008 or later). CONSULTANT shall provide personnel that have participated in formal training for each of the above sampling programs.

CONSULTANT shall provide 2 – 4 personnel trained in the collection of BMI, algae, P-HAB and CRAM data, per sampling day, depending on availability of AGENCY staff and site complexity. Number of CONSULTANT staff shall be approved by AGENCY in advance of sampling day. AGENCY will provide up to 4 field staff per sampling day.

Sampling shall be planned and conducted as efficiently as possible, however the number of sites visited and sampled each day will depend on their location, accessibility, and streambed and habitat complexity.

CONSULTANT shall follow effective disinfection procedures to prevent the transportation of New Zealand mudsnails (NZMS) and/or other known invasive species. CONSULTANT shall change into clean boots or waders after each site and use clean, dry kicknets and equipment.

### **Laboratory Analyses**

When toxicity is requested by AGENCY, CONSULTANT shall perform all toxicity analyses within the guidelines specified by the RBP, unless otherwise notified by the AGENCY. CONSULTANT shall collect water and/or sediment samples for toxicity testing at each site based on SMC protocols in containers supplied by the CONSULTANT. [Note: CONSULTANT is not responsible for collection, transport, or analysis of water or sediment chemistry samples.]

Any subcontracting of analyses must be pre-approved by AGENCY staff, and be subcontracted to a laboratory that is ELAP/NELAC certified for the appropriate method, as applicable.

CONSULTANT shall notify the AGENCY as soon as possible and within 24 hours of discovery if toxicity tests cannot be performed within the requirements of the Program.

### **Data Submission**

CONSULTANT shall complete and submit SMC required data and reports in SMC electronic data deliverable formats to the SMC before the due dates set by SMC. AGENCY will verify submission with SMC. CONSULTANT shall submit electronic copies of results and field data sheets to AGENCY.

### **Other**

CONSULTANT shall be certified through an appropriate governmental regulatory agency (ELAP/NELAC) and participate in the SMC Intercalibration Studies prior to and while conducting analyses for the AGENCY, where applicable.

This Contract is subject to Board approval of funds and will be terminated at the end of the fiscal year, if funds are not appropriated for the next fiscal year.

### **Task 1: Bioassessment for 2016 Monitoring Year**

Perform bioassessments and related monitoring and analyses within Ventura County associated with the Ventura Countywide National Pollutant Discharge Elimination System (NPDES) stormwater permit (Permit) and the Southern California Stormwater Monitoring Coalition's (SMC) Regional Bioassessment Program (RBP), as described above, for the 2016 monitoring year, including labor, materials, analyses, and data management and reporting.

Task 2 – Bioassessment for 2017 Monitoring Year

Perform bioassessments and related monitoring and analyses within Ventura County associated with the Ventura Countywide National Pollutant Discharge Elimination System (NPDES) stormwater permit (Permit) and the Southern California Stormwater Monitoring Coalition's (SMC) Regional Bioassessment Program (RBP), as described above, for the 2017 monitoring year, including labor, materials, analyses, and data management and reporting.

Task 3 – Bioassessment for 2018 Monitoring Year

Perform bioassessments and related monitoring and analyses within Ventura County associated with the Ventura Countywide National Pollutant Discharge Elimination System (NPDES) stormwater permit (Permit) and the Southern California Stormwater Monitoring Coalition's (SMC) Regional Bioassessment Program (RBP), as described above, for the 2018 monitoring year, including labor, materials, analyses, and data management and reporting.

Task 4 – Bioassessment for 2019 Monitoring Year

Perform bioassessments and related monitoring and analyses within Ventura County associated with the Ventura Countywide National Pollutant Discharge Elimination System (NPDES) stormwater permit (Permit) and the Southern California Stormwater Monitoring Coalition's (SMC) Regional Bioassessment Program (RBP), as described above, for the 2019 monitoring year, including labor, materials, analyses, and data management and reporting.

Task 5 – Bioassessment for 2020 Monitoring Year

Perform bioassessments and related monitoring and analyses within Ventura County associated with the Ventura Countywide National Pollutant Discharge Elimination System (NPDES) stormwater permit (Permit) and the Southern California Stormwater Monitoring Coalition's (SMC) Regional Bioassessment Program (RBP), as described above, for the 2020 monitoring year, including labor, materials, analyses, and data management and reporting.

Task 6 – Bioassessment for 2021 Monitoring Year

Perform bioassessments and related monitoring and analyses within Ventura County associated with the Ventura Countywide National Pollutant Discharge Elimination System (NPDES) stormwater permit (Permit) and the Southern California Stormwater Monitoring Coalition's (SMC) Regional Bioassessment Program (RBP), as described above, for the 2021 monitoring year, including labor, materials, analyses, and data management and reporting.

Task 7 – Bioassessment for 2022 Monitoring Year

Perform bioassessments and related monitoring and analyses within Ventura County associated with the Ventura Countywide National Pollutant Discharge Elimination System (NPDES) stormwater permit (Permit) and the Southern California Stormwater Monitoring Coalition's (SMC) Regional Bioassessment Program (RBP), as described above, for the 2022 monitoring year, including labor, materials, analyses, and data management and reporting.

***Task 8 – Bioassessment for 2023 Monitoring Year***

***Perform bioassessments and related monitoring and analyses within Ventura County associated with the Ventura Countywide National Pollutant Discharge Elimination System (NPDES) stormwater permit (Permit) and the Southern California Stormwater Monitoring Coalition's (SMC) Regional Bioassessment Program (RBP), as described above, for the 2023 monitoring year, including labor, materials, analyses, and data management and reporting.***

### 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**

The 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. Coordinate with CONSULTANT to set site schedule and staffing requirements.
4. Secure access permits, if needed, to each of the bioassessment sites.
5. Arrange for chemistry sample bottles, transportation and analysis.
6. Supply personal protective equipment, including waders, for AGENCY staff.

End of Exhibit A

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

**1. Schedule**

All Work on this contract shall be completed by 07/30/2024.

CONSULTANT shall complete intermediate tasks as follows:

**Task Table**

<b>Task</b>	<b>Description</b>	<b>Due Date</b>
1	Bioassessment for 2016 Monitoring Year	6/30/2017
2	Bioassessment for 2017 Monitoring Year	6/30/2018
3	Bioassessment for 2018 Monitoring Year	6/30/2019
4	Bioassessment for 2019 Monitoring Year	6/30/2020
5	Bioassessment for 2020 Monitoring Year	6/30/2021
6	Bioassessment for 2021 Monitoring Year	6/30/2022
7	Bioassessment for 2022 Monitoring Year	6/30/2023
<b>8</b>	<b><i>Bioassessment for 2023 Monitoring Year</i></b>	<b><i>6/30/2024</i></b>

**2. Delays**

If all work under this contract 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 payments of additional fee as described in this paragraph must be authorized by AGENCY with a modification to this contract.

End of Exhibit B

**EXHIBIT C – Fees and Payments**  
***(Changes in Bold/Italic)***

**1. Compensation Summary**

The following summarizes the maximum amount of compensation available to CONSULTANT under this contract. The actual amount of compensation shall be established and paid in accordance with the applicable provisions of the contract including this Exhibit C.

Maximum Fees for Basic Services:	\$ <u><b>407,696</b></u>
Maximum Fees for Extra Services:	\$ <u><b>24,065</b></u>
Maximum Reimbursement for Expenses:	\$ <u>0</u>
Total Amount Not to Exceed:	\$ <u><b>431,761</b></u>

**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 schedule, which rates shall remain fixed for the duration of the contract, not to exceed the **maximum fee amount of \$407,696**. 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 the AGENCY. Rates to be charged are identified in the Rate table listed below.



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**Rate Table**

Item	Position/Equipment	Unit	Regular <sup>1</sup>	Prevailing <sup>2</sup>	Travel <sup>3</sup>
1	Senior Biologist	Hour	<b>\$127</b>	n/a	No
2	Biologist	Hour	<b>\$109</b>	n/a	No
3	Field Technician	Hour	<b>\$79</b>	n/a	No
4	Benthic Macroinvertebrate Taxonomy (SAFIT Level 2)	Sample	<b>\$679</b>	n/a	No
5	Benthic Macroinvertebrate Taxonomy (QC to Department of Fish and Game)	Sample	<b>\$789</b>	n/a	No
6	Periphyton: diatom identification & enumeration	Sample	<b>\$644</b>	n/a	No
7	Periphyton: softbody algae identification and enumeration	Sample	<b>\$818</b>	n/a	No
8	Algae Ash Free Dry Weigh, Chlorophyll a	Sample	<b>\$88</b>	n/a	No
9	Water toxicity: <i>Ceriodaphnia dubia</i>	Sample	<b>\$717</b>	n/a	No
10	Water toxicity: <i>Hyalella azteca</i>	Sample	<b>\$717</b>	n/a	No
11	Sediment toxicity: <i>Hyalella azteca</i> 15°C	Sample	<b>\$717</b>	n/a	No
12	Sediment toxicity: <i>Hyalella azteca</i> 25°C	Sample	<b>\$717</b>	n/a	No
13	Sediment toxicity: <i>Chironomus dilutus</i> 15°C	Sample	<b>\$938</b>	n/a	No
14	Sediment toxicity: <i>Chironomus dilutus</i> 25°C	Sample	<b>\$938</b>	n/a	No
15	Sediment particle size (laser diffraction, SM 2560D)	Sample	<b>\$90</b>	n/a	No
16	Mileage	Mile	<b>\$0.590</b>	n/a	Yes
17	Equipment	Day	<b>\$91</b>	n/a	No
18	<b>Data management and submittals to SMC and CEDEN</b>	Site	<b>\$100</b>	<b>n/a</b>	<b>No</b>
19	<b>CRAM desktop mapping</b>	<b>New Site</b>	<b>\$100</b>	<b>n/a</b>	<b>No</b>
20	<b>Daily mobilization</b>	<b>Day</b>	<b>\$218</b>	<b>n/a</b>	<b>No</b>

- 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 fee schedule 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 fee schedule 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 - 4	Bioassessment for 2016 - 2019 Monitoring Years	\$187,881.00
5	Bioassessment for 2020 Monitoring Year	\$60,317.39
6	Bioassessment for 2021 Monitoring Year	\$43,360.21
7	Bioassessment for 2022 Monitoring Year	<b>\$45,245.40</b>
8	<b>Bioassessment for 2023 Monitoring Year</b>	<b>\$70,892.00</b>
Total		<b>\$407,696.00</b>

**3. Fees For Extra Services**

For Extra Services authorized in writing in advance by AGENCY in accordance with Exhibit A, AGENCY agrees to pay CONSULTANT an **hourly rate** compensation for actual hours of Extra Services performed that is based upon the hourly rates set forth in the rate schedule for Basic Services above, which rates shall remain fixed for the duration of the contract, not to exceed the **maximum fee amount of \$ 24,065**.

**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 payments of such additional fees must be authorized by AGENCY with a written modification to this contract.

**6. Payment**

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

**Requests for Payment**

Each request for payment shall include: (i) personnel time records for Basic Services and Extra Services actually performed at the rates specified in this Exhibit C if applicable; (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 which request for payment items are for Extra Services and keep them separate from items for Basic Services, and shall include a copy of the written AGENCY authorization for the Extra Services requested for payment.

CONSULTANT shall submit all requests for payment 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 claim form that has been approved by AGENCY. Upon approval, AGENCY shall pay CONSULTANT 95% of the maximum fee for the specific task/milestone stated below until that task/milestone has been completed and accepted by AGENCY, at which point CONSULTANT shall be paid the balance.

**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 request payment for services no later than 60 calendar days after the date that the services were performed. Requests for payment on items 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 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 30-day period beyond 60 days from when the services were performed.

## **MODIFICATION NUMBER 06 TO CONTRACT AE16-037**

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CONSULTANT shall submit a final invoice 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