

MODIFICATION NUMBER 1 TO CONTRACT AE23-012

Contract Title: Site Assessment and Design for Full Trash Capture Systems

This modification ("Modification No. 1") is made and entered into by and between the County of Ventura, hereinafter referred to as AGENCY, and Delane Engineering, Inc., hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT ("CONTRACT") originally entered into on 8/20/2022 for the CONSULTANT to provide Site Assessment and Design for Full Trash Capture Systems with a total contract amount of \$34,461.00, and a contract completion date of 12/30/2022; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to conduct additional services to conduct site assessment and design of full capture systems; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to increase the maximum fees for Basic Services by \$236,725.00, increase the maximum fees for Extra Services by \$20,000, for a new total contract amount of \$291,186.00 and extend the contract completion date to 06/30/2025;

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: _____ 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:

Conducting compliance analysis and reporting, site assessment, design, and construction support for full trash capture systems to comply with Water Code Section 13383 and 2021 Municipal Stormwater (MS4) Permit, as approved by the Ventura County Board of Supervisors. The 2021 Regional Municipal Stormwater (MS4) Permit requires the AGENCY to report results of compliance analysis by December 15, 2022 using provided Annual Report forms. Due to fast approaching deadline, the CONSULTANT shall complete compliance analysis and reporting for three Trash Total Maximum Daily Loads (TMDLs) and Statewide Trash Amendments. Additional tasks will be added as future contract amendments to complete remaining scope of work.

2. Basic Services

The following Basic Services shall be performed by the CONSULTANT:

Task 1. Full Capture System Compliance Analysis

CONSULTANT shall review the Trash Total Maximum Daily Load (TMDL) Reports for Full Capture System (FCS) Compliance, information available in the Ventura County FCS Database, and 3 FCS Operations & Maintenance Plans. These reports are related to the three trash TMDLs within the Ventura County (Ventura River Estuary, Revolon Slough/Beardsley Wash watershed, and Upper Malibu Creek watershed). Consultant shall complete the Statewide Trash Amendments compliance analysis based on the County's Response to the Order 133803 (February 18, 2019), for all existing and proposed FCS that are outside of the three Ventura County Trash TMDL areas listed above. The FCS shall include the existing baffle box at Meiners Oaks, one existing and one planned continuous CDS units at Piru, Caltrans Gross Solid Removal at Saticoy and the proposed FCS that are part of the current FCS project for the Statewide Trash Amendments. The analysis and reporting for the MS4 Permit compliance shall be completed for approximately 150 FCS, including alternatives and contingencies, within the County using provided MS4 Permit forms "FCS Compliance Summary" and "FCS Database". The compliance analysis shall include necessary review, evaluation, and GIS analysis to generate information required by the MS4 Permit forms including total Priority Use Land area subject to FCS, area serviced by each FCS, percentage of area serviced by FCS, total number of existing and future FCS, and required FCS location and device information.

Deliverables:

1. Draft two "FCS Compliance Summary" and two "FCS Database" forms (electronic format), and
2. Final two "FCS Compliance Summary" and two "FCS Database" forms (electronic format).

Task 2. Existing Utility and As-Built Research

The CONSULTANT shall obtain, research, and review existing utilities and as-builts for up to 52 proposed FCS locations where trenching or land disturbance work may be required, including two (2) locations in Oak View and Las Posas Estates that are potentially in need of storm drain reconstruction. The CONSULTANT shall identify and discuss with the AGENCY any anticipated utility issues to resolve potential conflicts during the early design phase.

Task 3. Finalize GIS Analysis and Site Mapping

The CONSULTANT shall update and finalize the GIS analysis initiated under Task 1 for the proposed, new FCS locations with information gathered during the existing utility and as-built research.

Deliverable:

1. ***Updated maps depicting preliminary proposed FCS locations and a summary map (electronic format).***
2. ***Updated shapefiles from the finalized GIS database.***

Task 4. Site Inspection and Photo Log

The CONSULTANT shall conduct site inspection and field investigation to verify all selected locations (approximately 52) for FCS installation. At each location, CONSULTANT shall collect measurements of existing catch basin or inlet dimensions using a tape measure, and gather field records such as photos, detailed descriptions of the existing catch basins or inlets, measurements of all applicable dimensions, size, and material of downstream pipes, and pipe alignment. The CONSULTANT shall also take photos of the interior and exterior of each catch basin and inlet.

Deliverable:

1. Electronic database of all field records and a photo log (electronic)

Task 5. Technical Memorandum

The CONSULTANT shall prepare a technical memorandum outlining the proposed FCS for each location based on the existing data, field investigation, GIS analysis, and preliminary hydrology results. The CONSULTANT shall evaluate feasible options to replace three (3) initially proposed automated retractable screens in Meiners Oaks and Lynn Ranch and one Continuous Deflection Separation (CDS) unit in Piru to provide for efficient trash controls. Two locations in Oak View and Las Posas Estates shall be evaluated for feasible FCS device options and needed reconstruction of the existing storm drain inlets. The CONSULTANT shall identify constraints at each of the FCS locations, propose resolution during early phase of design, and summarize details in the technical memorandum.

Deliverables:

1. Draft Technical Memorandum (electronic), and
2. Final Technical Memorandum (electronic).

Task 6. Field Topographic Survey

The CONSULTANT shall perform topographic survey and mapping for two locations in Oak View and Las Posas Estates identified for storm drain reconstruction and installation of FCS. Topography shall include locations and elevations of site features. The mapping shall include spot elevations, curbs, inlets, inverts of pipes, driveways, surface utilities, and areas of proposed construction joins.

Deliverable:

1. Updated maps (electronic)

Task 7. Preliminary Design Development

The CONSULTANT shall prepare one set of preliminary design plans for the purpose of providing sufficient design scope with identified constraints to dictate selection of FCS devices and complete the hydrology and hydraulic analysis.

Deliverable:

1. Preliminary Design Plans (electronic copy)

Task 8. Hydrology & Hydraulic Analysis

The CONSULTANT shall prepare a hydrology report to analyze the drainage area to each proposed FCS including 1) local rainfall analysis, 2) impervious area review for the previously delineated drainage areas and land uses; and 3) runoff volume analysis and hydrology calculations for each drainage area shall be based on a 1-yr/1-hr design flow (for FCS treatment flow to attain full capture requirements) and 10-yr/24-hr design flow for standard downstream connector pipe design flow.

Deliverables:

1. Draft Hydrology Report (electronic copy), and
2. Final Hydrology Report (electronic copy).

Task 9. FCS Design Plans

The CONSULTANT shall prepare FCS design plans and construction documents for all required FCS devices. The plans shall include all drawings, cross-sections, notes, and details necessary to install the FCS devices at each location. The deliverables at 30%, 60%, 90%, and final plans shall include: 1) title sheet, 2) details and general notes, 3) plan view construction plan, 4) design cross sections, and 5) FCS device details.

Deliverables:

1. 30-percent design improvement plans (electronic),
2. 60-percent design improvement plans (electronic),
3. 90-percent design improvement plans (electronic), and
5. Draft Final and Final design improvement plans (electronic).

Task 10. Quantity and Construction Cost Estimate

The CONSULTANT shall prepare a Quantity and Construction Cost Estimate (QCCE), based upon the final design plans (Task 9) and final Technical Specifications (Task 12).

Deliverables:

1. Draft QCCE (electronic copy), and
2. Final QCCE (electronic copy).

Task 11. O&M Plan and Cost Estimate

The CONSULTANT shall prepare detailed operation and maintenance (O&M) Plan and cost estimate, in accordance with the final design plans and specifications. The plan shall include required maintenance activities and maintenance schedule. Consultant shall consider O&M information for FCS provided by the AGENCY. CONSULTANT shall prepare O&M Plan consistent with AGENCY's template.

Deliverables:

1. Draft O&M Plan and Cost Estimate (electronic copy), and
2. Final O&M Plan and Cost Estimate (electronic copy).

Task 12. Technical Specifications

CONSULTANT shall prepare project technical specifications including special provisions for the AGENCY to carry out bidding process. The CONSULTANT will incorporate template project technical specifications provided by the AGENCY. Project specifications shall be prepared per Greenbook requirements.

Deliverables:

1. Draft Technical Specifications (electronic copy), and
2. Final Technical Specifications (electronic copy).

Task 13. Project Meetings, Management & Bid Assistance

The CONSULTANT shall provide project management services, prepare invoices, and attend scheduled meetings with the AGENCY to review the progress of the contract work. In addition, the CONSULTANT shall provide as-needed assistance during the project construction bidding process.

Task 14. Construction Support

The CONSULTANT shall provide on-going construction administration services, as required during construction of the project, including 1) responses to contractor Requests for Information (RFIs), 2) attendance of site meetings, 3) review contractor shop drawings, and 4) conduct site visits, as requested by the AGENCY.

Task 15. Final Record Drawings

The CONSULTANT shall review and revise the final project design plans to incorporate all field changes and revisions, as provided by the AGENCY, following the AGENCY's format and procedures.

Deliverables:

1. Draft project as-builts (electronic copy), and
2. Final project as-builts (electronic copy).

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 all needed reports, plans, databases, and documentation.
2. Review documents submitted by CONSULTANT and provide comments, direction, or approval, as needed, in a timely manner.
3. Compile and provide any available and related documentation to the CONSULTANT for their use.
4. ***Provide a template for project technical specifications.***

End of Exhibit A

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	Full Capture System Compliance Analysis	10/03/2022
2	<i>Existing Utility and As-Builts Research</i>	<i>03/31/2023</i>
3	<i>Finalize GIS Analysis and Site Mapping</i>	<i>03/31/2023</i>
4	<i>Site Inspection and Photo Log</i>	<i>04/30/2023</i>
5	<i>Technical Memorandum</i>	<i>06/30/2023</i>
6	<i>Field Topographic Survey</i>	<i>06/30/2023</i>
7	<i>Preliminary Design Development</i>	<i>10/30/2023</i>
8	<i>Hydrology & Hydraulic Analysis</i>	<i>08/30/2023</i>
9	<i>FCS Design Plans</i>	<i>12/31/2023</i>
10	<i>Quantity and Construction Cost Estimate</i>	<i>12/31/2023</i>
11	<i>O&M Plan and Cost Estimate</i>	<i>12/31/2023</i>
12	<i>Technical Specifications</i>	<i>03/01/2024</i>
13	<i>Project Meetings, Management & Bid Assistance</i>	<i>06/30/2025</i>
14	<i>Construction Support</i>	<i>06/30/2025</i>
15	<i>Final Record Drawings</i>	<i>06/30/2025</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

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:	\$268,186.00
Maximum Fees for Extra Services:	\$23,000.00
Maximum Reimbursement for Expenses:	\$0.00
 Total Amount Not to Exceed:	 \$291,186.00

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 \$268,186.00**. 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	Delane Engineering – Principal	Hour	\$195	n/a	No
2	Delane Engineering - Project Manager	Hour	\$180	n/a	Yes
3	Delane Engineering – Design Engineer	Hour	\$135	n/a	Yes
4	Delane Engineering - Project Engineer	Hour	\$155	n/a	Yes
5	Delane Engineering - Design Technician	Hour	\$120	n/a	Yes
6	Delane Engineering – Administration/Clerical	Hour	\$70	n/a	No
7	Benner and Carpenter – Two-Person Field Crew	Hour	\$260	Yes	Yes
8	Q3 Consulting – Sr. Technical Manager	Hour	\$180	n/a	Yes
9	Q3 Consulting – Project Engineer	Hour	\$150	n/a	Yes
10	Q3 Consulting – Design Engineer	Hour	\$140	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	Full Capture System Compliance Analysis	\$31,461.00
2	Existing Utility and As-Builts Research	\$5,390.00

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Task	Description	Maximum Fee
3	<i>Finalize GIS Analysis and Site Mapping</i>	\$4,150.00
4	<i>Site Inspection and Photo Log</i>	\$7,860.00
5	<i>Technical Memorandum</i>	\$8,770.00
6	<i>Field Topographic Survey</i>	\$3,480.00
7	<i>Preliminary Design Development</i>	\$11,275.00
8	<i>Hydrology & Hydraulic Analysis</i>	\$28,720.00
9	<i>FCS Design Plans</i>	\$83,245.00
10	<i>Quantity and Construction Cost Estimate</i>	\$6,540.00
11	<i>O&M Plan and Cost Estimate</i>	\$8,180.00
12	<i>Technical Specifications</i>	\$10,620.00
13	<i>Project Meetings, Management & Bid Assistance</i>	\$15,795.00
14	<i>Construction Support</i>	\$26,360.00
15	<i>Final Record Drawings</i>	\$16,340.00
Total		\$268,186.00

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 \$23,000.00**

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 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);

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(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:

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