

MODIFICATION NUMBER 2 TO CONTRACT AE22-037**Contract Title:** Countywide Watershed Management Program Development

This modification ("Modification No. 2") is made and entered into by and between the Watershed Protection District, hereinafter referred to as AGENCY, and Craftwater Engineering, Inc., hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT ("CONTRACT") originally entered into on April 19, 2022 for the CONSULTANT to provide project startup tasks related to the development of a Countywide Watershed Management Program with a total contract amount of \$34,953, and a contract completion date of September 30, 2022; and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to the CONTRACT on 5/20/2022 to increase the total Contract amount to complete the additional required work which includes project management, water quality characterization, summarizing existing and potential control measures and identification of new project opportunities, Reasonable Assurance Analysis modeling, and development of the draft and final Watershed Management Program Plans for an additional contract amount of \$1,218,642 including Extra Services and to extend the CONTRACT completion date from September 30, 2022 to December 31, 2024 ("MODIFICATION NO. 1"); and

WHEREAS, it has become necessary to increase the CONTRACT amount to cover additional work under Task 10 – Identification of Selected Control Measures and Conducting RAA to setup, calibrate and run a Countywide Hydrologic Simulation Program-FORTRAN (HSPF) model, develop and run System for Urban Stormwater Treatment and Analysis Integration (SUSTAIN) models for identified structural control measure opportunities, and to perform Reasonable Assurance Analysis (RAA) model validation; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to increase the maximum fees for Basic Services by \$310,312, for a new total contract amount of \$1,563,907;

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. 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: _____ Date _____

Title: _____

FOR AGENCY:

Name: _____ Date _____

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:

Development of a Countywide Watershed Management Program for Calleguas Creek, Santa Clara River, Ventura River, Ventura Coastal and Malibu Creek Watersheds.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1. Project Startup

Task 1.1 – Provide a detailed schedule to complete all the tasks of complete Scope of Work to be approved by the Watershed Management Groups (WMGs).

Task 1.2 – Schedule and prepare the agenda and summary notes for one (1) project kick-off meeting with the Countywide WMGs.

Task 1.3 – Attend and participate in two (2) meetings with the Regional Board staff to discuss initial work and overall Watershed Management Program (WMP) strategy.

Task 1.4 - Compile all readily available, relevant, and appropriately collected water quality monitoring datasets containing data collected within at least the last five years (WY 2016/17 – Present). CONSULTANT shall establish quality assurance/quality control (QA/QC) criteria and conduct a QA/QC check of the data and identification of the datasets meeting the criteria for use. CONSULTANT shall include an explanation of the process used to determine what available data was relevant, how information considered was used, and why any relevant available data was disregarded.

Evaluate existing water-quality conditions, including characterization of stormwater and non-stormwater discharges from the MS4 and the receiving water body. The evaluation shall consider existing TMDLs and 303(d) listings as well as available receiving water and outfall data compiled as part of the task above and result in the identification of water-quality issues. Results of this analysis shall be included in a Water Quality Characterization technical memorandum as part of the amended contract Task 3.

Task 1.5 - Review existing models and determine which updates, if any, are needed to perform the Reasonable Assurance Analysis (RAA) modeling. CONSULTANT shall summarize the pollutants for which models already exist and the modeling period for each pollutant. The review should also evaluate whether the existing models can be used to simulate the effect of BMPs on receiving water quality, or whether additional functionality is needed. Recommendations will be presented to the WMGs during Subtask 1.2. Results of the analysis shall be included the technical memorandum proposing the approach to meet the RAA requirements as part of the amended contract Task 7.

Deliverables

- Detailed project schedule
- Agenda, meeting materials and summary notes for Countywide WMG meeting
- Agenda, meeting materials and summary notes for Regional Board staff meetings
- Work deliverables under Tasks 1.4 and 1.5 shall be included in future technical memorandum deliverables as part of amended contract Task 3 and Task 7

Task 2. Project Management and Meetings

MODIFICATION NUMBER 2 TO AE22-037

The CONSULTANT shall provide project management services to ensure that all work deliverables are provided on or ahead of schedule and within budget. The CONSULTANT shall:

Task 2.1 – Update the detailed project schedule created in Task 1 quarterly. This schedule shall be provided to the WMGs.

Task 2.2 - Schedule and prepare the agenda and summary notes for monthly meetings with the Countywide WMGs. (Initially and as deadlines near, the meeting frequency may need to increase). CONSULTANT shall assume that 9 monthly meetings will occur as part of the regularly scheduled Countywide Stormwater Management Committee meetings.

Task 2.3 - Attend and participate in meetings with Regional Board staff as needed. Prepare materials, attend, and participate in one presentation to the Regional Board on WMP Plan development during one of their regularly scheduled monthly meetings.

Task 2.4 - Perform project management duties including establishment and maintenance of a website or shared drive for data uploads and materials related to this scope of work, coordinating with Project Manager including bi-monthly coordination calls (for a total of 8), and providing brief bi-monthly reports (for a total of 8) that present the budget expended, remaining budget, actual percent complete, and an explanation of the work completed, work to be done, and work that was to have been done but not, with reasons why.

Deliverables

- Quarterly detailed project schedule
- Agendas and meeting summary notes
- Meeting materials for Regional Board meetings
- Bi-monthly reports (for a total of 8)

Task 3. Water Quality Characterization

Utilizing work already completed as part of the NOI water body-pollutant combinations (WBPC) analyses, and under Task 1, CONSULTANT shall develop a memorandum characterizing water quality conditions within the Watershed Management Areas (WMAs), identifying water quality priorities, determining WBPCs, and assessing sources as described in Section IX.B.1 of the MS4 Permit. This information shall include an explanation of the process used to determine what available data was relevant, how information considered was used, and why any relevant available data was disregarded. Completion of the memorandum shall include analysis performed during Task 1 – Water Quality Characterization and the following:

Task 3.1 – Identify the potential water-quality priorities including applicable water quality-based effluent limitations and/or receiving water limitations pursuant to TMDLs included in the MS4 Permit and 303(d) listings, and other exceedances of receiving water limitations.

Task 3.2 – Classify water-quality issues resulting from stormwater and non-stormwater discharges to the MS4 and from the MS4 to receiving waters issues as Category 1 (Highest Priority), Category 2 (High Priority), or Category 3 (Medium Priority) as described in the Permit. See Exhibits 2 and 3 (NOIs) for preliminary water quality priorities.

Task 3.3 – Identify which 303(d) listings and other exceedances of receiving water limitations are in the same class as those addressed in a TMDL in the watershed.

Task 3.4 - Gather available reports and sampling information and research, to identify, evaluate, and prioritize known and suspected stormwater and non-stormwater pollutant sources in discharges to the MS4 and from the MS4 to receiving waters and any other stressors related to MS4 discharges causing or contributing to the highest water-quality priorities (Categories 1 through 3). The identification of known and suspected pollutant sources shall consider the following information: all relevant, available water quality data; special studies conducted pursuant to the Permittee(s) monitoring and reporting

MODIFICATION NUMBER 2 TO AE22-037

program or TMDLs; and locations of the Permittees MS4s, including at a minimum, all MS4 major outfalls and major structural controls for stormwater and non-stormwater that discharge to receiving waters. This source assessment shall include the following: an explanation of how any information considered as part of the Source Assessment was ultimately used to inform development of the WMP; and an explanation of why any relevant available data was disregarded.

Task 3.5 - Utilize the data compiled as part of Tasks 3.1-3.6 to complete a source assessment for the water body-pollutant combinations in Categories 1 through 3.

Task 3.6 - Attend and participate in a watershed specific meeting with members of the WMG for each watershed to discuss water quality characterization prior to finalizing. CONSULTANT shall assume that one (1) 2-hour meeting will occur per watershed.

Task 3.7 - Attend and participate in a meeting with Regional Board staff to present, discuss and receive feedback on the final water quality characterization and water-body pollutant combinations and analysis. One (1) 2-hour meeting shall occur with Regional Board staff.

Deliverables

- Water Quality Characterization technical memorandum
- Agenda and meeting materials for WMG meetings
- Agenda and meeting materials for meeting with Regional Board

Task 4. MS4 Permit & TMDL Compliance Targets

CONSULTANT shall develop a technical memorandum which shall include:

Task 4.1 - Development of compliance goals consistent with MS4 Permit and TMDLs.

Task 4.2 - Identification of geographic responsibility areas for co-Permittees including the County of Ventura and Ventura County Watershed Protection District.

Task 4.3 - Determination of baseline conditions and estimate load reduction needed to comply with goals identified in Task 4.1.

Task 4.4 - Engage with Regional Board regarding interpretation of regulations related to proposed control measure modifications.

Task 4.5 - Attend and participate in a meeting with Regional Board staff to present proposed MS4 Permit and TMDL compliance goals and receive feedback and preliminary agreement with analysis and approach from Regional Board staff. CONSULTANT shall assume that up one (1) 2-hour meeting will occur.

Deliverables

- MS4 permit & TMDL Compliance technical memorandum
- Agenda and meeting materials for Regional Board meeting

Task 5. Summary of Existing and Potential Control Measures

CONSULTANT shall develop a memorandum for each WMA characterizing each agencies existing control measures. The summary shall include:

Task 5.1 - Compile existing control measures, including minimum control measures, and BMP programs already in effect. CONSULTANT shall develop a template for WMG members to use to summarize existing minimum control measures and identify areas where modification to MCMs may be warranted. CONSULTANT shall compile submitted materials.

Task 5.2 - Provide guidance for compliance credits associated with increasing or modifying MCMs for discussion with co-Permittees before developing draft memorandum.

MODIFICATION NUMBER 2 TO AE22-037

Task 5.3 - Outline a process for determining which MCMs could potentially be modified, how to modify MCMs, and information that may be necessary to support the modifications.

Task 5.4 - Conduct MCM compliance analysis to determine pollutant reduction achieved through existing MCMs and determine remaining treatment needed to achieve compliance.

Deliverables

- Technical memorandum for each WMA characterizing each agencies existing and potential control measures

Task 6. Identification of Stormwater Project Opportunities

CONSULTANT shall develop a memorandum identifying stormwater project opportunities. The summary shall include:

Task 6.1 - Review existing planning efforts, including Five-year Capital Improvement Project documentation, Municipal Stormwater Resources Plan, TMDL Implementation Plans, Integrated Regional Water Management Plans, etc. provided by the WMGs, for projects throughout the watershed for possible inclusion in the WMP. Summarize the regional projects that are proposed in previous planning efforts including location, preliminary design characteristics, and the status of project implementation. Also summarize regional control measures in existing plans that provide multiple benefits and support beneficial reuse, recycling, or recharge of treated stormwater in addition to opportunities to incorporate habitat enhancement, recreation, and open space.

Task 6.2 - Review and summarize data regarding performance of regional, distributed structural, and institutional non-structural control measures for reducing stormwater and non-stormwater flows and priority pollutants. Data to be considered will be provided by the WMGs, will be specific to southern California, and should be analyzed in consideration of applicable receiving water limitations, WQBELs, etc.

Task 6.3 - Identify a preliminary list of potential regional and distributed projects, based on Task 6.1, to retain (i) all non-stormwater and (ii) all stormwater runoff of the volume equivalent to the 85th percentile, 24-hour storm event for the drainage area tributary to the project.

Task 6.4 - Building upon the work completed by Craftwater Engineering in the 2020 Study of Multi-Benefit Stormwater Project Implementation Locations within Ventura County, CONSULTANT shall identify additional regional and distributed projects and evaluate all potential regional and distributed projects. Based on the evaluation, CONSULTANT shall enhance or modify approach used in the study to ensure maximum effectiveness in project location identification.

Task 6.5 - Attend one (1) meeting per agency to brainstorm and discuss potential new project ideas and/or locations that have not been previously identified. Agency representatives are expected to lead the discussion and present potential project ideas. CONSULTANT shall assume each meeting to be one (1) hour.

Task 6.6 - Prepare agenda and necessary materials, and lead agency specific meetings with appropriate level staff to discuss and refine list of potential regional and distributed stormwater treatment projects with co-Permittees to identify the final list prior to performing Reasonable Assurance Analysis modeling. CONSULTANT shall assume that up to two (2) 2-hour meetings will occur per agency.

Task 6.7 - Attend and participate in a meeting with Regional Board staff to present draft memorandum, receive feedback and preliminary agreement on approach from Regional Board staff. CONSULTANT shall assume that up one (1) 2-hour meetings will occur.

Deliverables

- Technical memorandum identifying stormwater project opportunities

MODIFICATION NUMBER 2 TO AE22-037

- Agenda and meeting materials for agency specific meetings
- Agenda and meeting materials for meeting with Regional Board

Task 7. Reasonable Assurance Analysis (RAA) Approach

CONSULTANT shall develop a memorandum proposing an approach to meet the requirements of conducting a Reasonable Assurance Analysis (RAA) to demonstrate that the watershed control measures identified in the WMP will result in MS4 discharges achieving applicable WQBELs and RWLs per Part IX.B.8 of the Regional Permit. Existing models may include but are not limited to:

Model	Geographic Area	Project
SWMM	Countywide	Stormwater Resources Plan
HSPF/LSPC	Calleguas Creek Watershed	CCW TMDL Implementation Plan
SWMM/SBPAT	Channel Islands Harbor/Lower Santa Clara River/Upper Malibu Creek	Various TMDL Implementation Plans
HSPF	Ventura River/Santa Clara River/Calleguas Creek/Arundell Barranca/Prince Barranca	VCPWA-WP Hydrology Models (Ventura River and Calleguas Creek also used for TMDL modeling)
LSPC	Various Smaller Watersheds	

Development of the approach shall include work performed under Subtask 1.5 and the following:

Task 7.1 - Outline the proposed modeling process for evaluating and selecting watershed control measures. The types of watershed control measures to be evaluated should be summarized including MCMs and non-structural, distributed structural, and regional/centralized structural controls. Describe the process for representing these watershed control measures in the modeling system and quantifying their effectiveness ensuring they comply with State Water Resources Control Board Order 2020-0038. Describe the process for selecting the watershed control measures that are recommended for implementation via the WMP. Describe how jurisdictional boundaries will be accounted for when selecting watershed control measures.

Task 7.2 - Where appropriate, identification of the "limiting" pollutant(s) in the RAA. Justification of use of a "limiting" pollutant must include those requirements included in Section IX.B.8.f.i-iii of the 2021 MS4 Permit.

Task 7.3 - Outline the process for demonstrating the effects of to-be-implemented watershed control measures on stormwater quality, non-stormwater quality, and receiving water quality. Describe how the effects of BMPs will be compared to receiving water limitations, TMDL wasteload allocations, WQBELs and other applicable targets at the watershed and jurisdictional scale.

Task 7.4 - Outline the process for creating a BMP implementation sequence/schedule/timeline based on the model-recommended BMP scenario(s). Consider schedules for watershed control measures that have already been planned, scheduled, and/or implemented by agencies in the watershed or region.

Task 7.5 - Attend and participate in meetings with Regional Board staff to present proposed RAA approach, receive feedback and preliminary agreement on approach. CONSULTANT shall assume that up two (2) 2-hour meetings will occur.

Task 7.6 - Attend and participate in a watershed specific meeting with members of the WMG for each watershed to discuss the RAA approach and modeling capabilities. CONSULTANT shall assume that one (1) 2-hour meeting will occur per watershed

Deliverables

MODIFICATION NUMBER 2 TO AE22-037

- Technical memorandum proposing approach to meet the RAA requirements.
- Agenda and meeting materials for meeting with Regional Board
- Agenda and meeting materials for agency specific meetings.

Task 8. Finalize Approach to Addressing TMDLs, 303(d) Listings, and Other Exceedances of RWLs
CONSULTANT shall address permit requirements related to USEPA TMDLs, 303(d) listings, and other exceedances of receiving water limitations and shall develop a draft memorandum with the following:

Task 8.1 - Develop interim numeric milestones and compliance schedules for the following Environmental Protection Agency (EPA) TMDLs:

- Santa Clara River Reach 3 Chloride TMDL
- Malibu Creek Nutrient TMDL (optional)
- Oxnard Drain No. 3 Pesticides, PCBs and Sediment Toxicity TMDL
-

Task 8.2 - Develop interim numeric milestones and compliance schedules for the 303(d) listed and non-303(d) listed receiving water limitations exceedances not addressed in a TMDL in the watershed.

Deliverables

- Draft memorandum

Task 9. Development of List of Regional and Distributed Projects and Conduct Initial Screening
CONSULTANT shall:

Task 9.1 - Identify additional potential locations for regional projects to retain (i) all non-stormwater and (ii) all stormwater runoff of the volume equivalent to the 85th percentile, 24-hour storm event for the drainage area tributary to the project. Describe the multiuse features of these potential projects.

Task 9.2 - Select a preliminary list of regional and distributed projects for initial screening and develop draft memorandum.

Task 9.3 - Attend and participate in a watershed specific meeting with members of the WMG for each watershed to review the list of regional projects. CONSULTANT shall assume that one (1) 2-hour meeting will occur per watershed.

Task 9.4 - Develop list of proposed project sites based on WMG feedback on memorandum.

Task 9.5 - Review and summarize the regulatory issues, environmental permits, and other requirements, for implementing the proposed project sites.

Task 9.6 - Evaluate the feasibility of constructing all identified regional and distributed projects including rough costs and develop recommended final list.

Deliverables

- Draft memorandum
- Materials and agenda for meetings with WMG members
- Revised Draft memorandum incorporating work done

Task 10. Identification of Selected Control Measures and Conducting RAA

Utilizing the process and information outlined in the Tasks 3 – 7, CONSULTANT shall:

Task 10.1 - Prepare quantitative analysis or modeling tool to represent hydrology, hydraulics, stormwater quality, non-stormwater quality, and receiving water quality before and after implementation of watershed control measures.

MODIFICATION NUMBER 2 TO AE22-037

Using the existing data compiled and processed, CONSULTANT shall set up a Hydrological Simulation Program – FORTRAN (HSPF) model covering the Ventura County watersheds: Calleguas Creek, Malibu Creek, Santa Clara River, Ventura County Coastal, and Ventura River. Key model inputs shall include the historic precipitation, hydrography, soil types, impervious cover, land use representation plus waterbody reach characteristic information.

Leverage initial model parameter inputs from areas with previous models developed, as identified in Task 7, and calibrate the model using the monitoring data compiled to date to best represent the local watershed conditions and satisfy RAA guidance requirements. The HSPF model shall be used to represent baseline hydrology and water quality conditions in the watersheds and based on the established numeric targets for the pollutants of concern, identify required pollutant load reductions.

Task 10.2 - Summarize MCMs, specific modifications to MCMs proposed by WMG Agencies, and information supporting modifications to MCMs provided by WMG Agencies. Ensure MCMs will be adequately quantified within the RAA to comply with State Board Order 2020-0038.

Task 10.3 - Identify additional structural and nonstructural watershed control measures to achieve applicable WQBELs and/or RWLs for each TMDL, 303(d) listing, and receiving water exceedances, consistent with applicable compliance schedules in the Permit. Incorporate effective innovative technologies, approaches, and practices, including green infrastructure and low-impact development strategies focused on multi-benefits.

Task 10.4 - Conduct a Reasonable Assurance Analysis (RAA) for those constituents included in the WMP NOIs (Exhibit 2 & 3) and any other applicable constituents identified from Task 3 that consists of an assessment (through quantitative analysis or modeling) to demonstrate that the identified watershed control measures will achieve applicable WQBELs and/or RWLs.

Develop and run System for Urban Stormwater Treatment and Analysis Integration (SUSTAIN) Models to represent the proposed structural control measure opportunities identified. Key model inputs shall include the drainage area, proposed footprint, treatment capacity, and treatment efficiency of the control measure type. CONSULTANT shall represent the nested impacts of the upstream and downstream dynamics of selected control measures to quantify pollutant load reductions at the watershed scale. The SUSTAIN models shall be used to best optimize from a cost-effectiveness standpoint the recommended locations and designs of project opportunities.

CONSULTANT shall validate that the proposed control measures can meet the required targets for the pollutants of concern in each watershed. Using the HSPF model, CONSULTANT shall evaluate the local performance of both non-structural and structural control measures proposed in the WMP to validate that the required pollutant load reductions can be met at the established downstream compliance locations.

CONSULTANT shall configure a 2NDNATURE swTELR model utilizing information from the calibrated HSPF and SUSTAIN models to allow tracking of BMP management and progress to milestones.

Task 10.5 - Attend and participate in a watershed specific meeting with members of the WMG for each watershed to discuss identified control measures and RAA modeling results. CONSULTANT shall assume that one (1) 2-hour meeting will occur per watershed.

Task 10.6 - CONSULTANT shall promote and conduct meetings specific to WMP Plan development to perform outreach to community groups, nongovernment organizations, water supply agencies, and other potential project partners and stakeholders to solicit input on WMP Plan. CONSULTANT shall prepare and provide slides and presentation materials specific to each watershed. CONSULTANT shall assume that two (2) 2-hour meeting will occur per watershed. One (1) of the

MODIFICATION NUMBER 2 TO AE22-037

meetings per watershed may be held earlier in the WMP development process to ensure stakeholder input during the WMP project planning process.

Deliverables

- Meeting materials and agenda for meeting with WMG members
- Presentation materials and agenda for meetings with WMG members.
- ***Configured 2NDNATURE swTELr model***
- Technical memorandum summarizing RAA modeling procedure and results.

Task 11. Development of Project Schedules and Cost Estimates

Based on the selected watershed control measures CONSULTANT shall:

Task 11.1 - Develop cost estimates for implementing the proposed watershed control measures. The cost analysis should include any necessary planning, design, permits, construction, operation and maintenance, energy, waste removal, post construction monitoring, and right of way acquisition.

Task 11.2 - Prepare schedules and sequencing for each of the proposed watershed control measures. The sequencing shall be based on the approach outlined in the Tasks 3 – 7. The schedules should account for:

Task 11.2.1 - TMDL compliance schedules, Water Quality Priorities categories, and proposed milestones.

Task 11.2.2 - The implementation period and milestones during the current Permit term should be differentiated from the future implementation period beyond of the current Permit term.

Task 11.2.3 - The schedules shall identify the responsibilities of each individual Permittee.

Task 11.2.4 - The project schedules should include planning, design, permits, right of way acquisition, construction, operation and maintenance, energy, waste removal, and post-construction monitoring.

Task 11.2.5 - Recommend a reasonable time frame to initiate nonstructural solutions, the projects, and programs during the compliance timeframes.

Task 11.3 - Prepare an estimate of the capital and operation and maintenance costs of implementing the WMP and a financial strategy to fund those costs. Summarize which program costs have secured funding and the corresponding funding sources. If funding is not available for near-term watershed control measures (within five years from the effective date of the Regional Permit), summarize how Permittee(s) plan to obtain funding and what the anticipated funding sources are.

Task 11.4 - Attend and participate in a meeting with Regional Board staff to present proposed projects, schedules and cost estimates, and receive feedback and preliminary agreement on approach. CONSULTANT shall assume that up one (1) 2-hour meetings will occur.

Deliverables

- Meeting materials and agenda for meeting with WMG members
- Presentation materials and agenda for meetings with WMG members
- Technical memorandum summarizing RAA modeling procedure and results

Task 12. Preparation of Review Draft, Draft for Submittals, Final Review Draft, and Final WMP Plans

The WMP document shall contain a Countywide overview applicable to all watersheds followed by watershed specific chapters for Calleguas Creek, Santa Clara River, Ventura River, Ventura Coastal, and Upper Malibu Creek (optional). Although contained within a single inclusive WMP Plan, each watershed

MODIFICATION NUMBER 2 TO AE22-037

specific chapter shall stand alone and shall contain all information that is required by the MS4 Permit for the applicable watershed. Section IX.6 of the MS4 Permit contains all provisions of the Order that shall be incorporated as part of the WMP Plan. CONSULTANT shall prepare a review Draft WMP Plan for co-Permittee and stakeholder review, a draft WMP Plan for Submittal to the Regional Board incorporating comments from co-Permittees and stakeholders, a final review draft incorporating Regional Board comments on the draft WMP Plan, and Final WMP Plan incorporating final comments from co-Permittees utilizing the above information and:

Task 12.1 - Incorporate and where necessary, develop milestones and compliance schedules into the WMP to measure progress toward addressing the highest water-quality priorities and achieving applicable WQBELs and/or RWLs in the shortest time as possible taking into account technological, operation, and economic factors.

Task 12.2 - Outline an adaptive management process for the WMGs to 1) support the required comprehensive evaluation of the effectiveness of the WMP and 2) modify control measures and/or monitoring accordingly to address currently identified priorities and/or future priorities.

Task 12.3 - Prepare a Review Draft WMP Plan as described in this Scope of Work. CONSULTANT shall provide electronic copies (in PDF) of the Review Draft WMP Plan to co-Permittees for internal review.

Task 12.4 - Promote, attend, and lead meetings with WMGs and interested parties to solicit input and feedback on the Review Draft WMP Plan, prior to submittal to the Regional Board. CONSULTANT shall assume that two (2) 2-hour meetings will occur per watershed.

Task 12.5 - Prepare draft WMP Plan for Submittal to the Regional Board as described incorporating any edits or comments from co-Permittees and stakeholders. CONSULTANT shall provide four weeks for review of the initial Draft WMP Plan for Submittal and two weeks for review of the revised Draft WMP Plan for Submittal. The CONSULTANT shall provide electronic copies (in PDF) of Draft WMP Plan for Submittal.

Task 12.6 - Prepare Final Review Draft WMP Plan based on the Regional Board's comments on the Draft WMP Plan for Submittal. CONSULTANT shall prepare the Final Review Draft WMP Plan within 2 months of receiving comments from the Regional Board. CONSULTANT shall provide electronic copies (in PDF) of the Final Review Draft WMP Plan to co-Permittees for review.

Task 12.7 - Prepare Final WMP Plan for submittal. Incorporating any final revisions, prepare the Final WMP Plan for submittal to the Regional Board.

Deliverables

- Review Draft WMP Plan
- Draft WMP Plan
- Final Review WMP Plan
- Final WMP Plan
- Final RAA database files and all electronic project files

Task 13. Upper Malibu Creek WMP Plan Development (Optional)

The following permittees have submitted notices of intent to join the Malibu Creek Watershed EWMP and CIMP:

- City of Thousand Oaks
- County of Ventura
- Ventura County Watershed Protection District

MODIFICATION NUMBER 2 TO AE22-037

If the Ventura County Watershed Protection District, the County of Ventura, and City of Thousand Oaks are not successful in negotiations to join the Lower Malibu Creek Watershed EWMP, work described under Task 13 shall be performed concurrently per the description and schedule below.

Task 13.1 - Project Management, Coordination, and Meetings

All work as described under Task 2 shall be performed for the Upper Malibu Creek Watershed Management Area.

Task 13.2 - Watershed Management Program Plan Development

All work as described under Tasks 3-12 shall be performed for the Upper Malibu Creek Watershed Management Area.

Deliverables

- All deliverables as described for Tasks 1 – 12, shall include the Upper Malibu Creek Watershed.

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. All available water quality monitoring data required for water quality characterization.
4. All available hydrology and water quality modeling files required for existing model evaluation.
5. Stormwater GIS asset data.
6. Other supporting data and information related to budgeting, funding and implementation of stormwater program.

End of Exhibit A

MODIFICATION NUMBER 2 TO AE22-037

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

1. Schedule

All Work on this contract shall be completed by 12/31/2024.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
1	Project Startup	August 15, 2022
2	Project Management and Meetings	TBD – To be agreed upon by Agency and Consultant
3	Water Quality Characterization	August 15, 2022
4	MS4 Permit & TMDL Compliance Targets	August 15, 2022
5	Summary of Existing and Potential Control Measures	September 1, 2022
6	Identification of Stormwater Project Opportunities	September 15, 2022
7	Reasonable Assurance Analysis (RAA) Approach	October 15, 2022
8	Finalize Approach to Addressing TMDLs, 303(d) Listings, and Other Exceedances of RWLs	December 15, 2022
9	Development of List of Regional and Distributed Projects and Conduct Initial Screening	TBD
10	Identification of Selected Control Measures and Conducting RAA	April 28, 2023
11	Development of Project Schedules and Cost Estimates	May 15, 2023
12	Preparation of Review Draft, Draft for Submittal, Final Review Draft, and Final WMP Plans	Review Draft: June 15, 2023 Draft for Submittal: Sept. 1, 2023 Final Review Draft: Within 2 months of receipt of Regional Board comments Final WMP Plan: Within 3 months of receipt of Regional Board comments
13	Upper Malibu Creek WMP Plan Development (Optional)	TBD

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

MODIFICATION NUMBER 2 TO AE22-037

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: **\$1,453,121**
Maximum Fees for Extra Services: \$ 110,786
Maximum Reimbursement for Expenses: \$0

Total Amount Not to Exceed: **\$1,563,907**

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 \$146,030**. 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	Contract Administrator	Hour	\$158	n/a	No
2	Junior Engineer	Hour	\$141	n/a	No
3	Associate Engineer	Hour	\$178	n/a	No
4	Senior Engineer	Hour	\$215	n/a	No
5	Project Manager	Hour	\$232	n/a	No
6	Principal Engineer	Hour	\$262	n/a	No
7	President	Hour	\$284	n/a	No

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
12	Preparation of Review Draft, Draft for Submittals, Final Review Draft, and Final WMP Plans	\$146,030
Total		\$146,030

MODIFICATION NUMBER 2 TO AE22-037

☒ a fixed fee compensation, in the lump sum amount of **\$1,307,091**, for completion of all Basic Services.

Task Table

Task	Description	Lump Sum
1	Project Startup	\$34,953
2	Project Management and Meetings	\$65,655
3	Water Quality Characterization	\$84,615
4	MS4 Permit & TMDL Compliance Targets	\$70,361
5	Summary of Existing and Potential Control Measures	\$42,091
6	Identification of Stormwater Project Opportunities	\$123,430
7	Reasonable Assurance Analysis (RAA) Approach	\$109,535
8	Finalize Approach to Addressing TMDLs, 303(d) Listings, and Other Exceedances of RWLs	\$18,180
9	Development of List of Regional Projects and Conducting Initial Screening	\$130,227
10	Identification of Selected Control Measures and Conducting RAA	\$478,586
11	Development of Project Schedules and Cost Estimates	\$65,375
13	Upper Malibu Creek WMP Plan Development (Optional)	\$84,083
Total		\$1,307,091.00

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 \$110,786**.

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**:

(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, 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.

MODIFICATION NUMBER 2 TO AE22-037

CONSULTANT shall submit all **invoices** to:

PWA.consultantinvoices@venutra.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