

VENTURA REGIONAL SANITATION DISTRICT

1001 PARTRIDGE DRIVE, SUITE 150 • VENTURA, CA 93003-0704



September 28, 2011

Board of Directors
Ventura Regional Sanitation District
Ventura, California

VRSD CONTRACT NO. 10-013-1 AMENDMENT TO AGREEMENT 10-013 WITH VENTURA COUNTY WATERSHED PROTECTION DISTRICT

SUMMARY

The Ventura County Watershed Protection District (WPD) has requested an amendment to VRSD Contract No. 10-013 to continue to provide assistance in maintaining the County's storm water monitoring stations and provide assistance with storm water monitoring.

BACKGROUND

The WPD is the Principal Permittee of the Countywide Stormwater Quality Management Program. As Principal Permittee, the WPD is responsible for conducting the vast majority of the water quality monitoring associated with the program. To complete this work, WPD contracted with VRSD last fiscal year to assist in the installation of seven new monitoring stations and to conduct stormwater monitoring. Staff from WPD have approached Ventura Regional Sanitation District and requested assistance in maintaining these stations and in continuing to provide assistance with stormwater monitoring this fiscal year.

Legal Counsel has reviewed and approved the proposed contract as to legal form.

Please contact me at my office at 658-4679 or by email at andyhovey@vrzd.com, if you have any questions.

FISCAL IMPACT

It was anticipated that the WPD would request VRSD to do this work and this was incorporated in the FY 2012 budget cycle.

Item 71

RECOMMENDATION

It is recommended that the Board authorize the Chairman to sign VRSD Contract No. 10-013-1 (Amendment No. 1 to Contract No. 10-013) for Monitoring Station Construction Assistance with the Ventura County Watershed Protection District in the amount of \$15,000 for a new contract total amount of \$81,740 and extending the term to June 30, 2012.




ANDY HOVEY – TECHNICAL SERVICES SUPERVISOR

Enc.

REVIEWED AND APPROVED:


Sally Coleman – Director of Operations

APPROVED FOR OCTOBER 6, 2011 AGENDA


Mark Lawler – General Manager

MODIFICATION NUMBER 1 TO CONTRACT AE10-060

Contract Title: Monitoring Station Construction Assistance

This modification ("MODIFICATION NO. 1") is made and entered into by and between the Watershed Protection District, hereinafter referred to as AGENCY, and Ventura Regional Sanitation District, hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT originally dated 6/8/2010 for the CONSULTANT to provide support services for the construction and installation of monitoring stations required by a NPDES Permit. The service includes installing flow meters, telemetry systems, solar power systems, intake tubes, and field testing and troubleshooting the stations to ensure all is functional. Also, assistance with monitoring events for sample collection and field measurements. for a total contract amount of \$66,740.00 and a contract completion date of 6/30/2011 ("CONTRACT"); and

WHEREAS it has become necessary to extend the contract so assistance is available during storm events for the 2011-2012 monitoring season, and for ongoing equipment maintenance.

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of said existing CONTRACT;

NOW THEREFORE, the parties hereto agree as follows:

1. All provisions of the original contract dated 6/8/2010, including all modifications listed herein, shall remain in full force and effect unless expressly modified by this modification.
2. Exhibit A (Scope of Work and Services) shall be modified as follows:
Attachment Revised Exhibit A modification 1 shall replace the original Exhibit A. This includes the reorganization and numbering of tasks and the addition of tasks 1.19 for ongoing equipment maintenance and trouble shooting and 2.4 for other sampling as needed.
3. Exhibit B (Time Schedule) shall be modified as follows:
Attachment Revised Exhibit B modification 1 shall replace the original Exhibit B.
4. Exhibit C (Fees and Payment) shall be modified as follows:
Attachment Revised Exhibit C modification 1 includes additional categories and a rate update and shall replace the original Exhibit C.
Agency shall pay consultant for the said work at the rates provided in Exhibit C. The maximum fee shall be increased by \$15,000.00 for said work.
5. The total contract amount is hereby increased by \$15,000 for a new contract total amount of \$81,740. The contract completion date is changed from June 30, 2011 to June 30, 2012.

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

FOR CONSULTANT: Ventura Regional Sanitation District

Name: _____ Date

Title: _____

FOR AGENCY: Watershed Protection District

Name: _____ Date
Director of Public Works Agency or
Deputy Purchasing Agent

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REVISED EXHIBIT A - SCOPE OF WORK AND SERVICES

Modification No. 1

1. Project Description

The AGENCY implements the Principal Permittee requirements of the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS004002, Los Angeles Regional Water Quality Control Board Order No. 09-0057, Waste Discharge Requirements for the Stormwater (Wet Weather) and Non-Stormwater (Dry Weather) Discharges from the Municipal Separate Storm Sewer Systems (MS4) Permit (Permit). The AGENCY desires to hire Ventura Regional Sanitation District (CONSULTANT) to provide support services for the construction and installation of required monitoring stations, and assistance with monitoring events for sample collection and field measurements; hereinafter called the PROJECT.

The AGENCY has begun and in some cases may have completed tasks, and intends to continue this effort collaboratively with the CONSULTANT. Some tasks identified below may be performed by the AGENCY thus reducing this scope of work and services needed. The CONSULTANT will be notified in writing before performing any tasks in this scope of work; the CONSULTANT may not be compensated for tasks performed without written permission.

2. Basic Services

The following Services shall be performed by CONSULTANT following written task orders by AGENCY:

Eleven monitoring stations are required under the Permit. The AGENCY has developed the designs, ordered materials and begun construction. Currently four are functionally complete but are in need of refinement. The other seven require completion of assembly and field installation.

AGENCY staff will continue progress toward completion of the stations. Assistance is needed to ensure all construction and installation of stormwater monitoring stations tasks are completed by October 1, 2010. No modifications to the original design shall be initiated without express permission from the AGENCY.

Assistance with composite monitoring events includes set-up, grab samples and collection of composite samples at up to four sites. An estimated three site visits are needed for each composite event per site. The grab samples and field measurements for dry season sampling is anticipated to require a team of two to visit 11 to 25 sites across the county.

Task 1. Station construction, installation, and maintenance

The CONSULTANT shall assist AGENCY staff in completing tasks and functions related to the construction and installation of stormwater monitoring stations including:

Professional Services Contract

- 1.1 Install mounting boards in enclosures
- 1.2 Install solar panels and solar controllers
- 1.3 Install cellular antennae
- 1.4 Install peristaltic pumps
- 1.5 Install junction boxes in solar stations
- 1.6 Install flow meters
- 1.7 Install interface/controllers
- 1.8 Install refrigerators
- 1.9 Install cable interfaces
- 1.10 Install 120 VAC battery chargers for backup battery
- 1.11 Install vent filters and weather stripping
- 1.12 Mount enclosures on concrete pads
- 1.13 Install conduit for intake line and flow sensors
- 1.14 Install staff gages in channel
- 1.15 Install electrical grounding assembly
- 1.16 Install Teflon intake line
- 1.17 Testing and troubleshooting the final assembly after installation.
- 1.18 Perform final adjustments necessary for operation
- 1.19 Ongoing equipment maintenance and troubleshooting

Task 2. Sampling Events

The CONSULTANT shall assist the AGENCY as needed by providing one to three staff for the collection of samples and field measurements. Five monitoring events are planned.

- 2.1 Three storm events greater than 0.25 inches sampled for flow weighted composites at up to four sites.
- 2.2 One scheduled dry weather event sampled for a 24-hour composite at up to four sites.
- 2.3 One dry season event at eleven sites throughout the county consisting of grab samples and field measurements only.
- 2.4 Other sampling as needed.

Progress Documentation

All efforts toward completing the monitoring stations shall be tracked to identify tasks and partial tasks accomplished and tasks that are pending.

3. County Services

The AGENCY shall:

Provide full information as to the requirements of the project.

The AGENCY will provide timely task orders to ensure enough time to meet deadlines. The AGENCY will provide the CONSULTANT with guidance, designs and parts necessary to complete the monitoring stations. The AGENCY will respond timely to questions and needed clarifications for proper construction and installation of monitoring stations. The AGENCY will provide CONSULTANT with all bottles, meters and probes needed for field measurements and sample collection.

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REVISED EXHIBIT B - TIME SCHEDULE Modification No. 1

1. Schedule

Tasks under this contract will be completed within the time limits indicated in this Exhibit as follows. All work on this contract shall be completed by June 30, 2012.

No.	Task Description	Start	End
1	Station construction, installation, and maintenance	June 1, 2010	July 30, 2012
1.1	Install mounting boards in enclosures	June 1, 2010	July 30, 2010
1.2	Install solar panels and solar controllers	June 1, 2010	July 30, 2010
1.3	Install cellular antennae	June 1, 2010	July 30, 2010
1.4	Install peristaltic pumps	June 1, 2010	July 30, 2010
1.5	Install junction boxes in solar stations	June 1, 2010	July 30, 2010
1.6	Install flow meters	June 1, 2010	July 30, 2010
1.7	Install interface/controllers	June 1, 2010	July 30, 2010
1.8	Install refrigerators	June 1, 2010	July 30, 2010
1.9	Install cable interfaces	June 1, 2010	July 30, 2010
1.10	Install 120 VAC battery chargers for backup battery	June 1, 2010	July 30, 2010
1.11	Install vent filters and weather stripping	June 1, 2010	July 30, 2010
1.12	Mount enclosures on concrete pads	June 1, 2010	July 30, 2010
1.13	Install conduit for intake line and flow sensors	June 1, 2010	August 31, 2010
1.14	Install staff gages in channel	June 1, 2010	August 31, 2010
1.15	Install electrical grounding assembly	June 1, 2010	August 31, 2010
1.16	Install Teflon intake line	June 1, 2010	August 31, 2010
1.17	Testing and troubleshooting the final assembly after installation.	June 1, 2010	Sept 30, 2010
1.18	Perform final adjustments necessary for operation	June 1, 2010	Sept 30, 2010
1.19	Ongoing equipment maintenance and troubleshooting	August 22, 2011	July 30, 2012

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2	Sampling events	October 1, 2010	July 30, 2012
2.1	Three storm events greater than 0.25 inches sampled for flow weighted composites at up to four sites	October 1, 2010	May 30, 2011
2.2	One scheduled dry weather event sampled for a 24-hour composite at up to four sites	October 1, 2010	May 30, 2011
2.3	One dry season event at eleven sites throughout the county consisting of grab samples and field measurements only	June 1, 2010	July 30, 2010
2.4	Other sampling as needed	August 22, 2011	July 30, 2012

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REVISED EXHIBIT C - FEES AND PAYMENT

Modification No. 1

1. Fees

AGENCY shall compensate CONSULTANT at the rates shown in the following table, but not to exceed the sum of \$81,740.00 for all work performed on this contract.

Category	Hourly Rate
903 Water Distribution Specialist	\$102.00
414 Senior Source Control Inspector	\$101.00
103 Management Analyst - Water Quality	\$100.00
415 Source Control Inspector	\$92.00
902 Senior WWW Worker	\$88.00
908 WWW Worker	\$69.00
601 Fiscal Assistant - WWW	\$61.00
909 WWW Helper	\$47.00

Notes: 1) The rates above include all routine general and administrative expenses including but not limited to: phone calls, travel within Ventura County, incidental photocopying, and office equipment unless otherwise expressly listed in the fee schedule above.

Overtime

Overtime pay will be paid by AGENCY for CONSULTANT'S employees when CONSULTANT is required to pay their employee overtime due to law, regulation, company policy, or union agreement. The overtime rate paid by AGENCY shall not exceed the hourly rate specified in this exhibit plus 50% of the paid hourly rate for that employee. Overtime shall not be paid unless it has been authorized in writing by AGENCY and that authorization is included with the invoice requesting the overtime payment.

Travel Expenses

When authorized by the Project Manager, AGENCY shall reimburse CONSULTANT for transportation expenses that are 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).

Other Expenses

Other expenses directly related to this project such as blueprinting, copying, and other professional services that are not performed in-house by CONSULTANT and are not listed in the fee schedule above will be reimbursed by AGENCY at cost to the CONSULTANT, without mark-up, as evidenced by a receipt. The expense for outside professionals such as monitoring equipment specialists, architects and engineers

Professional Services Contract

retained by CONSULTANT to perform work shall be reimbursed by the County at cost to the CONSULTANT, without mark-up, as evidenced by a receipt.

2. Payments

CONSULTANT shall submit a request for payment on a properly completed AGENCY claim form for work accepted by AGENCY since the last payment. CONSULTANT shall submit a request for payment no more than 60 calendar days after the work has been accepted by AGENCY. Payments will be made according to the Fee Schedule contained in this Exhibit.

Final Invoice - CONSULTANT shall submit a final invoice within 60 days of the earliest of the following events: 1) contract completion date, 2) completion and acceptance by AGENCY of all work required by this contract, or 3) termination of the contract.

2010 JUN -9 PM 1:12

VENTURA REGIONAL
SANITATION DISTRICT

Watershed Protection District
Norma J. Camacho, Director

Transportation Department
David L. Fleisch, Director

Engineering Services Department
Phillip L. Nelson, Director

Water & Sanitation Department
R. Reddy Pakala, Director

Central Services Department
Janice E. Turner, Director

June 8, 2010

Ventura Regional Sanitation District (VRSD)
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

Attn: Sally Coleman

Subject: Notice to Proceed
Monitoring Station Construction Assistance
AE No. 10-60; Project No. P6010504

Enclosed is your fully executed copy of the subject contract.

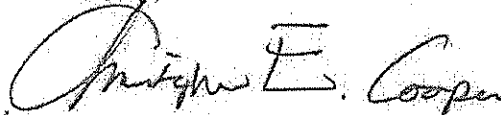
This letter is your Notice to Proceed. Exhibit B indicates the schedule for completion of the work.

Arne Anselm will be the Project Manager and you are advised to contact this person on all matters pertaining to this project.

All billings should be sent : Ventura County Public Works Agency
Engineering Services Division, Attn: Victoria Escoto
800 South Victoria Avenue, L#1670
Ventura CA 93009-1670

All invoices to be paid against this contract must reference the AE number shown above and must be accompanied by a signed copy of one of our **General Claim** forms, which I have enclosed. If your contract is based on hourly rates, personnel time records must be submitted with your claim.

Sincerely,



Phillip L. Nelson
Director Engineering Services

PLN/vqe
Enclosures

7-10



VRSD Contract No. 10-013

CONSULTING SERVICES CONTRACT
AE NO. 10-60, PROJECT NO. P6010504

Monitoring Station Construction Assistance

This is a contract, made and entered into this 8th day of June 2010, by and between the Ventura County Watershed Protection District, hereinafter referred to as Agency and Ventura Regional Sanitation District (VRSD) hereinafter referred to as Consultant. Consultant, or a Principal of the firm, is registered, licensed or certified by the State of California as a N/A, Number N/A.

This contract shall be administered for Agency by the Ventura County Director of Public Works or his authorized representative.

The parties hereto agree as follows:

1. Agency hereby retains Consultant to perform services as provided in the "Scope of Work and Services", attached hereto as Exhibit "A", and the "County of Ventura Public Works Agency Consultant's Guide to Ventura County Procedures" as amended from time to time, which is on file in the office of the Public Works Agency, and which by reference is made a part hereof. This contract shall take precedence over the Guide in case of conflicting provisions, otherwise they shall be interpreted together.
2. All work under this contract, and any portion thereof separately identified, shall be completed within the time provided in the "Time Schedule", attached hereto as Exhibit B. Agency shall issue a suspension of the contract time whenever Consultant is delayed by action or inaction of Agency and Consultant promptly notifies Agency of such delays.
3. Payment shall be made monthly, or as otherwise provided, on presentation of completed Agency claim form in accordance with the "Fees and Payment", attached hereto as Exhibit C.
4. Agency shall have the right to review the work being performed by Consultant under this contract at any time during Agency's usual working hours. Review, checking, approval or other action by Agency shall not relieve Consultant of Consultant's responsibility for the accuracy and completeness of the work performed under this contract.
5. This contract is for the professional services of Consultant and is non-assignable by Consultant without prior consent by Agency in writing except that Consultant may assign money due or which will accrue to Consultant under this contract. If given written notice, Agency will recognize such assignment to the extent permitted by law, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the Agency and to all deductions provided for in this contract. All money withheld, whether assigned or not, shall be subject to being used by Agency for completion of the work, should the contract be in default. Such professional services shall be actually performed by, or shall be immediately supervised by, Consultant or a principal of the firm. In performing these professional services, Consultant is an independent contractor and is not acting as an agent or employee of Agency.

6. Agency retains the right to terminate this contract for any reason prior to completion by notifying Consultant in writing, and by paying charges accumulated prior to such termination. Subject to the provisions of paragraph 5, such charges shall be limited to the maximum fee specified in Exhibit C for completion of any separately identified phase of the work which, at the time of termination, has been started by request of Agency, plus the outstanding amount of retention withheld to date.

7. On completion or termination of contract, Agency shall be entitled to immediate possession of, and Consultant shall furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Consultant for this particular project prior to any termination. No documents prepared pursuant to this contract or any modifications thereof shall be copyrighted by Consultant or by Agency. Consultant may retain copies of said original documents for Consultant's files.

8. Reports and other documents prepared pursuant to this contract shall not be altered except by Consultant unless Consultant's name, signatures and professional seals are completely deleted from the documents. Consultant shall not be responsible for any liabilities to Agency for the use of such reports or other documents for purposes other than indicated in this contract.

9. During the term of this agreement Consultant shall not hire personnel currently employed by Agency to perform any work under this contract which action is considered detrimental to Agency's interests. Consultant shall promptly inform Agency of any contract, arrangement, or interest that he may enter into or have during the performance of this contract that might appear to conflict with Agency's interests. This includes contracts and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the work performed under this contract and Consultant's or Consultant's client's interest in land that might be affected by the work performed under this contract. Consultant shall take such measures as are necessary in the performance of this contract to prevent actual conflicts of interest.

10. Consultant shall indemnify and defend Agency, and all special districts controlled by Agency, in case of claim for general liability or automobile liability resulting from the negligent performance of Consultant under this contract. Consultant shall, at Consultant's sole cost and expense and throughout the term of this contract and any extensions thereof, carry insurance to protect Consultant from claims under the Worker's Compensation Acts (Statutory Limits). Consultant shall also, at Consultant's sole cost and expense and throughout the term of this contract and any extensions thereof, carry either (1) a general liability insurance policy and an automobile liability insurance policy or (2) a single general liability insurance policy which provides coverage for general liability, and automobile liability. Said insurance for general liability shall provide \$500,000 each occurrence and \$500,000 general aggregate. Said insurance for auto shall provide either a combined single limit (CSL) of \$300,000. Consultant shall notify Agency immediately if the consultant's general aggregate of insurance is exceeded by valid litigated claims then additional levels of insurance must be purchased to maintain the above stated requirements. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California.

Consultant agrees to provide Agency with copies of certificates of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days (10 days for non-payment of premium) prior written notice being given to Agency by the insurance company or companies writing such insurance. Consultant agrees to name County of Ventura as additional insured as its interests may appear on Consultant's general liability and automobile liability insurance policies.

11. Consultant shall sign and comply with the statement in Exhibit D. Where the word "Contractor" is used in Exhibit D, it shall mean "Consultant".

12. In accordance with Sections 1720 et seq of the California Labor Code, all personnel covered by those sections of the Labor Code, performing work during construction, alteration, demolition or repair (which includes work during the design and preconstruction phases of a project, including but not limited to, inspection and land surveying work) shall be paid the prevailing wages for the class of work they are performing.

In accordance with Sections 1770 et seq. of the California Labor Code, determinations of the generally prevailing wages for various classes of workers in Ventura County have been made by the California Director of Industrial Relations as required by the California Labor Code.

As required by California Labor Code Section 1777.5 properly registered apprentices shall be employed on the work.

The determinations made by the State are on file in the office of the Public Works Agency. A copy will be furnished without cost to the Consultant.

The Consultant shall post a copy of the wage rates at each jobsite at a location readily available to workers.

CONSULTANT: Ventura Regional Sanitation District (VRSD)

Charlotte Craven, Chairman

95-2679561

Vendor Code/Taxpayer I. D. No

AGENCY: Ventura County Watershed Protection District

By Jeff Ruff
Deputy Purchasing Agent

CEC 9/8

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EXHIBIT A - SCOPE OF WORK AND SERVICES

1. Project Description

The Agency implements the Principal Permittee requirements of the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS004002, Los Angeles Regional Water Quality Control Board Order No. 09-0057, Waste Discharge Requirements for the Stormwater (Wet Weather) and Non-Stormwater (Dry Weather) Discharges from the Municipal Separate Storm Sewer Systems (MS4) Permit (Permit). The Agency desires to hire Ventura Regional Sanitation District (Consultant) to provide support services for the construction and installation of required monitoring stations, and assistance with monitoring events for sample collection and field measurements; hereinafter called the PROJECT.

The Agency has begun and in some cases may have completed tasks, and intends to continue this effort collaboratively with the Consultant. Some tasks identified below may be performed by the Agency thus reducing this scope of work and services needed. The Consultant will be notified in writing before performing any tasks in this scope of work; the Consultant may not be compensated for tasks performed without written permission.

2. Basic Services

The following Services shall be performed by Consultant following written task orders by Agency:

2.1 General

The Consultant shall assist Agency staff in completing tasks and functions related to the construction and installation of stormwater monitoring stations including:

1. Install mounting boards in enclosures
2. Install solar panels and solar controllers
3. Install cellular antennae
4. Install peristaltic pumps
5. Install junction boxes in solar stations
6. Install flow meters
7. Install interface/controllers
8. Install refrigerators
9. Install cable interfaces
10. Install 120 VAC battery chargers for backup battery
11. Install vent filters and weather stripping
12. Mount enclosures on concrete pads
13. Install conduit for intake line and flow sensors
14. Install staff gages in channel
15. Install electrical grounding assembly
16. Install Teflon intake line
17. Testing and troubleshooting the final assembly after installation.
18. Perform final adjustments necessary for operation

Professional Services Contract

In addition, the Consultant shall assist the Agency as needed by providing a team of two for the collection of samples and field measurements. Five monitoring events are planned.

1. Three storm events greater than 0.25 inches sampled for flow weighted composites at up to four sites.
2. One scheduled dry weather event sampled for a 24 hour composite at up to four sites.
3. One dry season event at eleven sites throughout the county consisting of grab samples and field measurements only.

2.2 Level of Effort

Eleven monitoring stations are required under the Permit. The Agency has developed the designs, ordered materials and begun construction. Currently four are functionally complete but are in need of refinement. The other seven require completion of assembly and field installation.

Agency staff will continue progress toward completion of the stations. Assistance is needed to ensure all tasks are completed by October 1, 2010. No modifications to the original design shall be initiated without express permission from the Agency.

Assistance with composite monitoring events includes set-up, grab samples and collection of composite samples at up to four sites. An estimated three site visits are needed for each composite event per site. The grab samples and field measurements for dry season sampling is anticipated to require a team of two to visit 11 to 25 sites across the county.

2.2 Progress Documentation

All efforts toward completing the monitoring stations shall be tracked to identify tasks and partial tasks accomplished and tasks that are pending.

3. County Services

The Agency shall:

- 3.1 Provide full information as to the requirements of the project.

The Agency will provide timely task orders to ensure enough time to meet deadlines. The Agency will provide the Consultant with guidance, designs and parts necessary to complete the monitoring stations. The Agency will respond timely to questions and needed clarifications for proper construction and installation of monitoring stations. The Agency will provide Consultant with all bottles, meters and probes needed for field measurements and sample collection.

Professional Services Contract

EXHIBIT B - TIME SCHEDULE

1. Schedule

Tasks under this contract will be completed within the time limits indicated in this Exhibit as follows. All work on this contract shall be completed by June 30, 2011.

No.	Task Description	Start	End
1	Install mounting boards in enclosures	June 1, 2010	July 30, 2010
2	Install solar panels and solar controllers	June 1, 2010	July 30, 2010
3	Install cellular antennae	June 1, 2010	July 30, 2010
4	Install peristaltic pumps	June 1, 2010	July 30, 2010
5	Install junction boxes in solar stations	June 1, 2010	July 30, 2010
6	Install flow meters	June 1, 2010	July 30, 2010
7	Install interface/controllers	June 1, 2010	July 30, 2010
8	Install refrigerators	June 1, 2010	July 30, 2010
9	Install cable interfaces	June 1, 2010	July 30, 2010
10	Install 120 VAC battery chargers for backup battery	June 1, 2010	July 30, 2010
11	Install vent filters and weather stripping	June 1, 2010	July 30, 2010
12	Mount enclosures on concrete pads	June 1, 2010	July 30, 2010
13	Dry season grab sampling event	June 1, 2010	July 30, 2010
14	Install conduit for intake line and flow sensors	June 1, 2010	August 31, 2010
15	Install staff gages in channel	June 1, 2010	August 31, 2010
16	Install electrical grounding assembly	June 1, 2010	August 31, 2010
17	Install Teflon intake line	June 1, 2010	August 31, 2010
18	Testing and troubleshooting the final assembly after installation.	June 1, 2010	Sept 30, 2010
19	Perform final adjustments necessary for operation	June 1, 2010	Sept 30, 2010
20	Composite sampling events	October 1, 2010	May 30, 2011

Professional Services Contract

EXHIBIT C - FEES AND PAYMENT

1. Fees

- A. Agency shall compensate Consultant at the rates shown in the following table, but not to exceed the sum of \$66,740.00 for all work performed on this contract.

Category	Hourly Rate
103 Management Analyst - Water Quality	85.00

B. Travel Expenses

When authorized by the Project Manager, Agency shall reimburse Consultant for transportation, that are 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).

C. Outside Professionals

The expense for outside professionals such as monitoring equipment specialists, architects and engineers retained by Consultant to perform work shall be reimbursed by the County at cost to the Consultant, without mark-up, as evidenced by a receipt.

2. Payments

Consultant shall submit a request for payment on a properly completed Agency claim form for work accepted by Agency since the last payment. Consultant shall submit a request for payment no more than 60 calendar days after the work has been accepted by Agency. Payments will be made according to the Fee Schedule contained in this Exhibit.

Final Invoice - Consultant shall submit a final invoice within 60 days of the earliest of the following events: 1) contract completion date, 2) completion and acceptance by Agency of all work required by this contract, or 3) termination of the contract.

EXHIBIT D

VENTURA COUNTY EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT FOR CONTRACTORS AND VENDORS

Ventura Regional Sanitation District (VRSD)

AE. No. 10-60

During the performance of this contract, the undersigned Contractor agrees to adopt this policy to affirm its support of a program of equal employment opportunity and to assure compliance with Title VII of the Civil Rights Acts of 1964, Executive Order 11246 and Section 503 of the Rehabilitation Act of 1973, if applicable, the California Fair Employment and Housing Act, and the Ventura County Equal Employment Opportunity Compliance Policy for Contractors and Vendors.

This Contractor agrees to assert leadership within the community and to put forth good faith efforts to achieve full employment and utilization of the capabilities and productivity of all our citizens without regard to race, age, color, sex, religion, ancestry, national origin, marital status, or handicap/disability.

This Contractor further recognizes that the effective application of a policy of equal employment opportunity involves more than just a policy statement and will, therefore, undertake affirmative action to make known that equal opportunities are available on the basis of individual merit, and to encourage advancement on this basis.

The following Equal Employment Opportunity Compliance Policy for Contractors and Vendors is hereby established as the policy and practice of our company (per the Ventura County Personnel Rules and Regulations, Sections 221, 309, 405, and 2502; Ventura County Administrative Manual, Chapter 1:3 Code of Ethics):

1. Our company will recruit, employ and treat applicants and employees without regard to race, age, color, sex, religion, ancestry, national origin, marital status or handicap/disability, including, but not limited to, the areas of compensation and opportunities for advancement, including upgrading and promotion.
2. Our company will actively use recruitment sources such as employment agencies, unions and schools which have a policy of referring applicants on a non-discriminatory basis.
3. Our company will disseminate its equal employment opportunity policy externally by informing and discussing it with all recruitment sources, by advertising in news media, specifically including minority news media, and by notifying and discussing the policy with minority groups, handicapped/disabled and women's organizations and subcontractors, as appropriate. In addition, we shall maintain records of each organization's response. The policy will also be posted in all places available and accessible to employees and applicants for employment.
4. Our company will maintain a file of the names and addresses of each minority, handicapped/disabled and female applicant referred to the company for hiring, and if the applicant is not considered for employment or was not employed, the company's file shall fully document the reasons.
5. Our company will insure that all employee specifications, selection requirements, tests, and other employee recruitment or evaluation procedures do not discriminate against any applicant or employee on the basis of race, age, color, sex, religion, ancestry, national origin, marital status or handicap/disability.
6. Our company will make sure that seniority practices, job classifications, rates of pay, and other forms of compensation, and other employee practices and classifications do not have an unlawfully discriminatory effect on any applicant or employee on the basis of race, age, color, sex, religion, ancestry, national origin, marital status or handicap/disability.
7. Our company will make certain that all subcontractors are in compliance with the Ventura County Equal Employment Opportunity Compliance Policy for Contractors and Vendors, and that all project subcontractors have an approved plan or policy statement.
8. Our company will solicit bids for subcontracts from qualified minority, handicapped/disabled and female subcontractors subject to availability.
9. Our company will continually monitor all personnel activities to insure that the Ventura County Equal Employment Opportunity Policy for Contractors and Vendors is carried out.
10. Our company will make good faith efforts to meet this policy and acknowledges that violators will be reported to the Board of Supervisors for appropriate action.

Our company hereby agrees to provide the Ventura County Equal Employment Opportunity Office any access and information that they may request to assist in determining compliance with this policy.

June 3, 2010
Date

Ventura, CA
Executed at (city/state)

I declare under penalty of perjury, pursuant to the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

[Signature]
Signature/Title (Company Representative)

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