

# VENTURA REGIONAL SANITATION DISTRICT

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



October 13, 2011

Board of Directors  
Ventura Regional Sanitation District  
Ventura, California

## **VRSD CONTRACT NO. 11-026 - MALIBU CREEK WATERSHED BACTERIA TOTAL DAILY MAXIMUM LOAD (TMDL) WATER QUALITY MONITORING**

### SUMMARY

The County of Ventura has requested to contract with VRSD to conduct water sampling and data collection to comply with the monitoring requirements of the Malibu Creek and Lagoon Bacteria TMDL Compliance Monitoring Plan. Also as part of this project the County requested that VRSD conduct sampling and maintenance of Filterra filtration units as part of the Medea Creek Urban Runoff Pollution Reduction Filterra Pilot Project.

### BACKGROUND

The Malibu Creek and Lagoon Bacteria TMDL compliance monitoring plan requires weekly grab samples from 7 locations along with performing field tests, taking photos and making observations at each sampling site. The Medea Creek Urban Runoff Pollution Reduction Filterra Pilot Project is to evaluate the effectiveness of Filterra Bioretention Treatment System. This is conducted by conducting weekly sampling of influent and effluent from the filters to provide data to evaluate their overall effectiveness. Visual inspection of the units is required to insure that units are performing properly.

Legal Counsel has reviewed the contract as to legal form.

If you have any questions please call me at 658-4679 or e-mail me at [AndyHovey@vrsd.com](mailto:AndyHovey@vrsd.com).

### FISCAL IMPACT

This is new work for VRSD adding an additional \$48,736 to the Fiscal 12 budget.

RECOMMENDATION

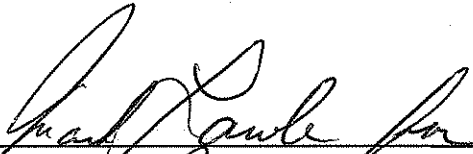
It is recommended that the Board authorize the Chairman to sign VRSD Contract No. 11-026 (water quality monitoring) with Ventura County Watershed Protection District in the amount of \$48,736.



ANDY HOVEY – TECHNICAL SERVICES SUPERVISOR

Enc.

REVIEWED AND APPROVED:

  
Sally Coleman – Director of Operations

APPROVED FOR OCTOBER 24, 2011 AGENDA

  
Mark Lawler- General Manager

# county of ventura

PUBLIC WORKS AGENCY  
JEFF PRATT  
Agency Director

Engineering Services Department  
Phillip L. Nelson, Director

Project Services  
Christopher E. Cooper, Deputy Director

County Surveyor's Office  
Michael K. Sullivan, County Surveyor

Development & Inspection Services  
Raymond Guterrez Jr., Manager

October 13, 2011

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

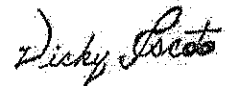
**Subject: Consulting Services Contract for:**  
Malibu Creek Watershed Bacteria TMDL Water Quality Monitoring  
AE Number: 12-048

Please find enclosed, for your signature, your contract for the subject project. The contract must be signed by a President or Vice President of your firm and returned to this office within a week of the date of this letter for further processing. Please make sure to review all of the terms of your contract before signing.

Additionally, evidence of your Worker's Compensation and General Liability, as indicated in the contract, must be on file with our office. Please provide a copy of your insurance certificate when returning the signed contract.

A fully executed copy of the contract will be returned to you with the Notice to Proceed. Feel free to contact me with any questions at [vicky.escoto@ventura.org](mailto:vicky.escoto@ventura.org)

Sincerely,



Victoria Escoto  
Contract Technician  
Engineering Services Department

Enclosure



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**CONSULTANT SERVICES CONTRACT AE12-048**

*Malibu Creek Watershed Bacteria TMDL Water Quality Monitoring  
(Project No: P6040508)*

This contract, made and entered into on this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2011, 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. Scope of Work**

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. Time Schedule**

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. Fees and Payments**

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. CONSULTANT shall submit a properly completed claim form requesting payment for work that has been completed, and for which payment is due in accordance with Exhibit C, no later than 30 calendar days after said work has been accepted by the AGENCY.

**4. Right to Review**

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 the AGENCY shall not relieve CONSULTANT of CONSULTANT's responsibility for the accuracy and completeness of the work performed under this contract.

**5. Assignment**

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, the 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 the 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. Termination**

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.

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**7. Work Product**

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. Neither the designs nor any of the documents prepared pursuant to this contract or any modifications thereof shall be copyrighted by CONSULTANT or by the AGENCY. CONSULTANT may retain copies of said original documents for CONSULTANT's files. Any substantive modification of the documents by the AGENCY or any use of the completed documents for other projects or any use of uncompleted documents, without specific written verification by CONSULTANT, will be at AGENCY's sole risk and without liability or legal exposure to CONSULTANT.

**8. Alteration of Documents**

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 altered by persons other than CONSULTANT.

**9. Conflicts with Agency Interests**

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. Indemnification of the Agency**

CONSULTANT shall defend, indemnify, and save harmless the AGENCY, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, judgments, debts, demands and liabilities that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT in the performance of this contract.

**11. Insurance Requirements**

- a. CONSULTANT shall, at CONSULTANT's sole cost and expense and throughout the term of this contract and any extensions thereof, carry one or more insurance policies that provide the following minimum coverage:
- 1) Commercial General Liability insurance shall provide a minimum of \$1,000,000.00 coverage for each occurrence and \$2,000,000.00 in general aggregate coverage.
  - 2) Automobile Liability insurance shall provide a minimum of either a combined single limit (CSL) of \$1,000,000.00 for each accident or all of the following: \$250,000.00 bodily injury (BI) per person, and \$500,000.00 bodily injury per accident, and \$100,000.00 property damage (PD). Automobile Liability insurance is not required if the CONSULTANT does NO traveling in providing services during the completion of this agreement.
  - 3) Workers' Compensation insurance in full compliance with California statutory requirements for all employees of Consultant in the minimum amount of \$1,000,000, including a waiver of subrogation in favor of the Agency as evidence by a policy endorsement. This Workers' Compensation insurance requirement may only be waived if CONSULTANT is a sole proprietor with no employees and CONSULTANT provides AGENCY with evidence of such before commencing any work under the contract."
- b. 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 name County of Ventura as additional insured as its interests may appear on CONSULTANT's general liability and automobile liability insurance policies.

**CONSULTANT SERVICES CONTRACT AE12-048**

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c. CONSULTANT agrees to provide AGENCY with copies of certificates of all policies written prior to beginning any work associated with this contract. In the case of policy cancelation, AGENCY shall be notified by the insurance company or companies as provided for in the policy. CONSULTANT shall notify AGENCY of any and all policy cancelations within three working days of the cancelation.

**12. Disputes**

- a. Disputes arising under or related to the performance of the contract shall be resolved by arbitration unless the AGENCY and the CONSULTANT agree in writing, after the dispute has arisen, to waive arbitration and to have the claim or dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code and the regulations promulgated thereto, Chapter 4 (commencing with Section 1300) of Division 2 of Title 1 of the California Code of Regulations.
- 1) Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said Chapter 4.
  - 2) Where an election is made by either party to use the Simplified Claims Procedure provided under Sections 1340-1346 of said Chapter 4, the parties may mutually agree to waive representation by counsel.
- b. Prior to filing a Complaint in Arbitration, the CONSULTANT shall exhaust his administrative remedies by attempting to resolve his dispute with AGENCY's staff in the following sequence: 1) Project Manager, 2) Deputy Director of Public Works (Department Director) and 3) Director of Public Works Agency (Agency Director). Consultant shall submit to the AGENCY [or Project Manager] a written statement describing each dispute and explaining why CONSULTANT believes AGENCY is in error, as well as all correspondence and evidence regarding each dispute.

**CONSULTANT:**

Ventura Regional Sanitation District (VRSD)

**AGENCY:**

Ventura County Watershed Protection District

\_\_\_\_\_  
Signature

95-2679561

\_\_\_\_\_  
Vendor Number

\_\_\_\_\_  
Public Works Director or  
Deputy Purchasing Agent

**INTERNAL USE ONLY**

Principal Analyst \_\_\_\_\_

Finance Manager \_\_\_\_\_

Director of Finance TB \_\_\_\_\_

Fiscal Technician \_\_\_\_\_

EXHIBIT A - SCOPE OF WORK AND SERVICES

1. Project Description

The AGENCY intends to:

Conduct water sampling to comply with the monitoring requirements of the Malibu Creek and Lagoon Bacteria Total Maximum Daily Load (TMDL) program. The project will include weekly water quality sample collection and delivery to the lab, weekly sampling of the Medea Creek Urban Runoff Pollution Reduction pilot project and quarterly maintenance of the filtration units.

CONSULTANT shall exercise CONSULTANT'S best judgment, guided by consultation with AGENCY, in determining the optimum balance between the needs of AGENCY, aesthetics, methods for completing the PROJECT, quality, and the funds available for completing the PROJECT.

CONSULTANT shall assist AGENCY in establishing the exact requirements for the project and perform the professional services necessary to satisfactorily complete the project.

2. Basic Services

The following services shall be performed by CONSULTANT:

Task 1. Weekly Malibu Creek and Lagoon Bacteria TMDL Monitoring Sample Collection

One primary designated sampler and one alternate sampler shall be identified. The primary and alternate designated sampling personnel shall be trained during the first sampling event upon initiation of the sampling contract work. The sampling activities shall be conducted by the primary, or alternate, trained personnel for all sampling events. The CONSULTANT shall provide coolers, ice and sampling equipment required for the sample collections and transfer to the lab for analysis, as outlined below:

A. In accordance with the March 4, 2008 Malibu Creek and Lagoon Bacteria TMDL Compliance Monitoring Plan (CMP), weekly grab samples from the established seven sites (listed below and in Table 4 of the CMP) shall be collected, placed on ice and delivered to the Pat-Chem Laboratories (11990 Discovery Ct. Moorpark, CA) under chain of custody within a six-hour holding time, in accordance with the CMP sample collection procedures. The testing parameters consist of the following:

Parameter	Method
Fecal Coliform (<20 ->16,000 MPN)	SM 9221E
E-Coli (Mo-MUG)	SM 9221F

The clean-certified bottles shall be picked up from Pat-Chem Laboratories directly for use in the grab sample collection. Additional monitoring services shall include performing field tests; taking photos and making observations at each sample site; transporting samples to the laboratory; data handling; and reporting chain of custody. Sampling shall be conducted every Tuesday morning at the following locations, as detailed in the CMP:

- MCW-8b (Upper Las Virgenes Creek), at the north end of Las Virgenes Road.
- MCW-9 (Chesebro Creek), at undercrossing of Chesebro Road approximately 0.5 miles north of Driver Ave, just upstream of the confluence of Palo Comado Creek and Chesebro Creek.
- MCW-12 (Upper Medea Creek), at west end of Tamarind Street north of pedestrian footbridge.
- MCW-14b (Upper Lindero Creek), near the Yerba Buena Elementary School at the north end of Reyes Adobe Rd.
- MCW-15c (Westlake Creek/Russell Branch), near access gate from La Tienda Road, just west of

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Oaks Christian High School.

- MCW-17 (Potrero Canyon Creek), at Triunfo Canyon Road approximately 0.4 miles south of Westlake Boulevard.
- MCW-18 (Hidden Valley Creek), near bridge crossing of Potrero Road approximately 0.45 miles south of Thornton Ranch Road.

Field tests shall include recording information on the Master Field Data Sheets (to be provided by the Agency) on air temperature (°F), flow (cfs), dissolved oxygen (% and mg/L), conductivity (µS), specific conductivity (µS), salinity (ppt), water temperature (°C), pH ([H+]), turbidity (NTU), and other physical observations at each site. The Consultant's designated primary and alternative sampling staff shall attend a one day of field training at the beginning of the sampling contract work in order to ensure monitoring and sampling procedures are consistent with the CMP. A scanned copy of the chain of custody and master field data sheets shall be emailed to the Water Quality Planner verifying the collection and delivery of the samples, or indicating when flow conditions were insufficient to collect a sample at each site within one week of each Tuesday sampling event. Copies of pH calibration logs shall be maintained and provided to the Agency upon request or at the end of the contract.

B. Weekly Medea Creek Urban Runoff Pollution Reduction Filterra™ Pilot Project sampling. The Program has been conducting the Medea Creek Urban Runoff Pollution Reduction Filterra Pilot Project to evaluate the effectiveness of Filterra™ Bioretention Treatment System. The Consultant shall collect influent and effluent samples at one of the Filterra Units (located at the western end of East Tamarind Lane) and at an upstream location in order to evaluate the effectiveness of the bioretention units as follows:

In accordance with the Field Monitoring Protocol for Grab Sample Collection at the Medea Creek Filterra Project, weekly grab samples from the influent and effluent at one Filterra filtration unit (located at the western end of East Tamarind Lane) shall be collected, placed on ice and delivered to the Pat-Chem Laboratories under chain of custody within a six-hour holding time in lab-provided clean certified bottles picked up from the lab prior to the grab sample collection for the required parameters listed below. Estimates of influent and effluent flow shall be recorded on the chain of custody forms. When flow levels are insufficient for sampling, "No Flow" shall be noted on the chain of custody report for either the influent or effluent of each particular sample site. Upon delivery to the lab under chain of custody, the samples shall be analyzed for the following constituents and methods:

Parameter	Method
Fecal Coliform (<20 ->1,600,000 MPN)	SM 9221B,E,F
E-Coli (Mo-MUG)	SM 9221B,E,F
Enterococcus	SM 9230B
TKN	EPA 351.2
TSS	EPA 160.2
Phosphorus	EPA 365.2
NO3-N	EPA 353.2
Total Hardness	EPA 200.7
Dissolved copper	EPA 200.8

1. Additional monitoring services include weekly collection of samples at the Medea Creek Downstream location (MCW-12 from Task 1) and the Medea Creek Upstream location (north side of culvert undercrossing of Conifer Street). These samples will be delivered to Pat-Chem

## Professional Services Contract AE12-048

Laboratories under chain of custody within a six-hour holding time in lab-provided clean certified bottles picked up from the lab prior to the grab sample collection. Upon delivery to the lab, the samples shall be analyzed for the following constituents and methods:

Medea Creek Upstream (MCW 12) Parameters (Task 2)	Medea Creek Upstream Parameters	Method
	Fecal Coliform (<20 - >16,000 MPN)	SM 9221B,E,F
	E-Coli (Mo-MUG)	SM 9221B,E,F
Enterococcus	Enterococcus	SM 9230B
TKN	TKN	EPA 351.2
TSS	TSS	EPA 160.2
Phosphorus	Phosphorus	EPA 365.2
NO3-N	NO3-N	EPA 353.2
Total Hardness	Total Hardness	EPA 200.7
Dissolved copper	Dissolved copper	EPA 200.8

Part of Task 1, these two parameters not included in Task 2 sampling for MCW-12

2. Visual inspection of all five Filterra Units. After completion of the MCW sampling in the Oak Park area, a drive-by visual inspection of all five Filterra units shall be conducted to verify tree health and functionality of the units (to ensure filter media is not plugged and causing water to pond in the units). Any unexpected or dysfunctional conditions shall be reported to the Agency Water Quality Planner.

C. Filterra Filtration Unit Maintenance (On an as-needed basis). The Consultant shall complete the removal and replacement of the top three inches of mulch every three months for the five Filterra filtration units located in Oak Park upon request by the Agency on a quarterly basis or when the material decomposes and clogs the upper layer of the filtration media and the Agency directs the Consultant to perform the maintenance. This task shall be conducted on an as-needed basis and when requested by the Agency.

Task	Description	Deliverables
1.	Weekly Mailbu Creek and Lagoon Bacteria TMDL Monitoring Sample Collection	<ol style="list-style-type: none"> <li>A. Scanned copy of chain of custody and master field data sheets to Agency to verify sample collection and delivery at the end of the contract.</li> <li>B. Submit pH calibration logs upon Agency request or at the end of the contract.</li> </ol>

### 3. County Services

The following will be provided by AGENCY:

1. Provide full information as to the requirements of the project.
2. Review documents submitted by CONSULTANT and provide comments, direction, or approval as needed in a timely manner.

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**Professional Services Contract AE12-048**

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3. One full day of training for the primary and alternate designated Consultant sampling staff.
4. Templates for the chain of custody and master field reporting sheets.
5. Copy of the 2008 Malibu Creek and Lagoon Bacteria TMDL Compliance Monitoring Plan (CMP), March 4.
6. Field Monitoring Protocol for Grab Sample Collection at the Medea Creek Filterra Project.
7. Map of the five Filterra units in Oak Park and Medea Creek Upstream sampling location.

End of Exhibit A

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EXHIBIT B - TIME SCHEDULE

1. Schedule

All work on this contract shall be completed by December 30, 2012.

CONSULTANT shall complete intermediate tasks as follows:

Task	Description	Due Date
1	Weekly Malibu Creek and Lagoon Bacteria TMDL Monitoring Sample Collection	12/30/2012

2. Delays

In accordance with paragraph 2 of the basic agreement, AGENCY shall issue a suspension of the contract time when CONSULTANT is delayed by any public agency reviewing documents produced by CONSULTANT under this contract, or solely due to acts or omissions of AGENCY, when CONSULTANT promptly notifies AGENCY in writing of such delays.

End of Exhibit B

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**EXHIBIT C - FEES AND PAYMENT**

**1. Fees**

**Basic Services**

AGENCY will compensate CONSULTANT as specified in this Exhibit but not to exceed the maximum fee amount of \$48,736.00, for all tasks using the fee schedule herein.

**Fee Schedule**

Item	Description	Unit	Regular <sup>1</sup>	Prevailing <sup>2</sup>	Travel <sup>3</sup>
1	51010 Senior Source Control Inspector	Hour	\$101.00	n/a	Yes
2	51010 Management Analyst	Hour	\$100.00	n/a	Yes
3	Mulch (one bag)	Each	\$6.90	n/a	n/a

- Notes: 1) The Regular rates shown include all routine general and administrative expenses including but not limited to: phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the fee schedule above.
- 2) The Prevailing rates shown include all routine general and administrative expenses including but not limited to: phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the fee schedule above.
- 3) The word "Yes" in the Travel column above indicates that reimbursement for travel within Ventura County is authorized for the position described by that item.

**Travel Expenses**

Reimbursement for travel within Ventura County is only authorized for the specific position descriptions so identified in the Fee Schedule in this Exhibit. Reimbursement for travel outside Ventura County is authorized when such travel is required for the completion of water quality sample collection and maintenance PROJECT tasks. AGENCY shall reimburse CONSULTANT for transportation, lodging, and meal 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.

**Delays**

If all work under this contract cannot be completed by the dates specified in Exhibit B through no fault of CONSULTANT, the fee for the work not then completed may be adjusted to reflect increases in cost which occur, due to delay, from the date that the work was required to be complete as specified in Exhibit B until the time the work can actually be completed. Any payments of additional fee as described in this paragraph must be authorized by AGENCY with a modification to this contract.

**2. Payments**

AGENCY will make payments to CONSULTANT as follows:

**Basic Services**

Payment Schedule for Tasks Paid by Time and Materials

Payments will be made monthly by AGENCY upon presentation of a properly completed AGENCY claim form by CONSULTANT. Requests for payment shall include personnel time records for work actually completed and at the rates specified in this Exhibit, copies of written authorizations for extra services or overtime, and receipts for all other items being requested for payment. Upon approval, AGENCY will pay

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## Professional Services Contract AE12-048

CONSULTANT according to the table below but not to exceed 95% of the maximum fee provided for herein for the specific task until the completion of that task has been accepted by AGENCY.

Task	Description	Maximum Fee
1	Malibu Creek Bacteria TMDL Monitoring	\$48,736.00
Total		\$48,736.00

### Invoicing

CONSULTANT shall submit all requests for payments to:

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

Timely invoicing by CONSULTANT is very important to AGENCY. Delays in invoicing for services performed increases the management effort required by AGENCY to ensure accurate payments to CONSULTANT and manage project budgets. Accordingly, CONSULTANT shall request payment for services no later than 60 calendar days after the date that the services were performed. Requests for payment on items received by Agency more than 60 calendars days after the services were performed shall be reduced by 5% to compensate AGENCY for the additional management costs. Additionally, since increases in administrative and budgetary problems caused by late invoicing correlate to the length of delay in invoicing, there will be an additional 5% reduction in compensation for each 30 day period beyond 60 days from when the services were performed.

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.

End of Exhibit C