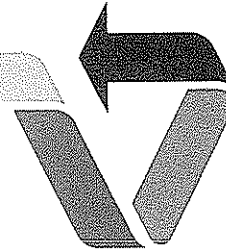


VENTURA REGIONAL SANITATION DISTRICT

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



A Public
Waste
Management
Agency

January 23, 2012

Board of Directors
Ventura Regional Sanitation District
Ventura, California

VRSD CONTRACT NO. 12-004 – UNINCORPORATED VENTURA COUNTY ILLICIT CONNECTION AND DISCHARGE FIELD SCREENING

SUMMARY

The County of Ventura has requested to contract with VRSD to conduct Outfall Reconnaissance Inventory (ORI) of storm drain connections. ORI field screening services will include inventorying unknown or unmapped storm drain connections, finding continuous and intermittent discharges and illicit connections, and addressing illicit discharges from identifiable sources within trash impaired reaches of the Ventura River, Revlon Slough/Beardsley Wash, and Malibu Creek Watersheds.

BACKGROUND

The National Pollutant Discharge Elimination System (NPDES) Permit No. CAS004002, and the Los Angeles Regional Water Quality Control Board Order No. 09-0057 requires the County of Ventura to perform dry weather monitoring and field screening to identify illicit connections into the storm drain system. This project will include field screening, illicit connection inspections and storm drain map verification in accordance with the IC/ID Field Screening protocol for Unincorporated Ventura County.

FISCAL IMPACT

This is new work for VRSD adding an additional \$56,313 to the Fiscal 12 budget.

RECOMMENDATION

It is recommended that the Board authorize the Chairman to sign VRSD Contract No. 12-004 (Illicit Connection/Discharge Field Screening) with Ventura County Watershed Protection District in the amount of \$56,313.

CHRIS STEPHENS – MANAGEMENT ANALYST

Enc.

APPROVED FOR FEBRUARY 2, 2012 AGENDA

Mark Lawler- General Manager

county of ventura

PUBLIC WORKS AGENCY
JEFF PRATT
Agency Director

January 11, 2012

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

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 Guitierrez Jr., Manager

Attn: ;

Subject: Consulting Services Contract for:
Unincorporated Ventura County Illicit Connection and Discharge Field Screening
AE Number: 12-070

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

Sincerely,



Victoria Escoto
Contract Technician
Engineering Services Department

Enclosure



6-2

CONSULTANT SERVICES CONTRACT AE12-070

*Unincorporated Ventura County Illicit Connection and Discharge Field Screening
(Project No: P6040507)*

This contract, made and entered into on this _____th day of _____, 2012, 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.

CONSULTANT SERVICES CONTRACT AE12-070

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 and Agency as additional insured as its interests may appear on CONSULTANT's general liability and automobile liability insurance policies.

6-4

CONSULTANT SERVICES CONTRACT AE12-070

- 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 cancellation, 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

Public Works Director or
Deputy Purchasing Agent

95-2679561

Vendor Number

6-5

EXHIBIT A - SCOPE OF WORK AND SERVICES

1. Project Description

The AGENCY intends to

Conduct field screening to comply with the the Illicit Connection and Illicit Discharge (IC/ID) screening 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. The project will include field screening, illicit connection inspections and storm drain map verification in accordance with the IC/IDS Field Screening Protocol for Unincorporated Ventura County.

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. Illicit Connection and Illicit Discharge Field Screening

A pre-field screening meeting between the AGENCY staff and CONSULTANT'S field screening staff shall be conducted prior to the field activities to review the screening areas, maps, priority areas, and develop a general scheduling process that considers rainfall influences on the screening process.

In accordance with the IC/ID Field Screening Protocol, the CONSULTANT shall provide a field crew of at least 2 staff to conduct an Outfall Reconnaissance Inventory (ORI) for the County Unincorporated areas generally outlined in the following table. Field screening inspections shall occur during dry conditions (at least 72 hours after any storm event).

The ORI field screening services will include inventorying unknown or unmapped storm drain connections, finding continuous and intermittent discharges and illicit connections, and addressing illicit discharges from identifiable sources. Within trash impaired reaches (established by the 303d list of impaired water bodies) of channels the Ventura River, Revolon Slough/Beardsley Wash, and Malibu Creek watersheds, field screening activities will include identifying trash hotspots within or adjacent to the drainage channels.

During the ORI field screening, the contractor's trained field staff will use the "Outfall Reconnaissance Inventory Field Sheets" to record field information including outfall locations, characteristics, and photos. ORI field screening will utilize the following indicators for flowing and non-flowing outfalls to screen for illicit connections and discharges:

- Odor (flowing outfalls only)
- Color (flowing outfalls only)
- Turbidity (flowing outfalls only)
- Floatables (flowing outfalls only)
- Outfall damage (both flowing and non-flowing outfalls)
- Deposits/stains (both flowing and non-flowing outfalls)
- Abnormal vegetation (both flowing and non-flowing outfalls)

6-6

Professional Services Contract AE12-070

- Poor pool quality (both flowing and non-flowing outfalls)
- Pipe benthic/algal growth (both flowing and non-flowing outfalls)

Where the ORI field screening staff encounters obvious discharges indicated by flowing outfalls with very high turbidity, strong odors and colors, or an "off the chart" value on a simple field test strip, the following on-site investigations may be conducted to determine the presence or location of an illicit connection or discharge:

- Storm drain network investigation (inspecting upstream manholes to isolate discharges to a specific segment of the network)
- Drainage area investigation (Constituting of a "windshield" survey of the drainage area)
- On-site investigation (Optional) using smoke or video testing to locate sources of discharges

The CONSULTANT'S field screening crews shall compile ORI Field Sheets, consistently label the storm drain atlas outfall location to match the Field Sheet outfall locations, and take relevant photos. Additional trash hotspots locations will also be photographed and marked on the storm drain atlas. When obvious discharges are found and physical indicators are present and can be attributed to an illicit discharge, an illicit discharge response shall be completed within one business day. Documentation of illicit discharge reports, notices of violation and any photos or notes related to abatement actions will be submitted to the AGENCY.

In the event that water sample analysis is required for off-site laboratory analysis, samples shall be collected in lab-provided certified clean bottles, placed on ice and delivered to Pat-Chem Laboratories consistent with applicable protocols. The AGENCY will pay for any authorized analytical costs.

All Health and Safety Considerations included in the IC/IDS Field Screening Protocol shall be adhered to at all times during field screening activities. If hazardous materials or sewage wastewater is encountered, the material will be immediately referred to the appropriate agency for clean-up (per the Ventura County Illicit Discharge Response Contact List"). Private property where permission has not been granted for access or is otherwise inaccessible shall not be entered in order to complete the field screening.

Task 2. Inspections of Potential Illicit Connections

In order to determine the source or assist in the verification of a suspected illicit connection identified in the field screening process, CONSULTANT field staff may be directed to conduct follow-up investigations in cases where unpermitted connections require additional investigations in order to determine the location and source of the connection, or to verify termination of an illicit connection. Illicit Connection reports shall be completed and submitted to the AGENCY to confirm the location of potential illicit connections as determined through field verification.

Task 3. Storm Drain Mapping Verification

In conjunction with the field screening activities outlined in Task 1, the CONSULTANT field staff shall identify unmapped or incorrectly mapped storm drain elements (including outfalls, inlets and pipes) as shown in the storm drain atlas provided by AGENCY. Information on unmapped or incorrectly mapped storm drains shall be marked on the atlas with photos, descriptions, and GPS coordinates of the devices included in the submittals to the AGENCY. Additional services under Task 3 may include field verification of the GIS storm drain atlas where inconsistencies require field verification, as directed by AGENCY staff.

Task	Description	Deliverables
1.	Illicit Connection and Illicit Discharge Field Screening	The following items will be submitted to the AGENCY as portions of the unincorporated county are completed: <ul style="list-style-type: none">• ORI Field Sheets;• Storm rain atlas with field markings showing outfall

Professional Services Contract AE12-070

		<p>locations to match the Field Sheets;</p> <ul style="list-style-type: none"> • Relevant photos from unidentified or unmapped outfalls, trash dumping hotspots and illicit discharges; • Any completed illicit discharge reports, notices of violation or notes related to abatement actions from abated illicit discharges discovered during field screening; and • Copies of any chain of custody documentation for laboratory sample analysis.
2.	Inspections of Potential Illicit Connections	Illicit Connection reports shall be completed and submitted to confirm the location of, or verify termination of illicit connections determined through field verification.
3.	Storm Drain Mapping Verification	Information on unmapped or incorrectly mapped storm drains shall be marked on the atlas with photos, descriptions, and GPS coordinates of the devices.

3. County Services

The following will be provided by AGENCY:

A Storm Drain Atlas, Field Screening Protocol, and ORI Field Sheets will be provided by the AGENCY. Additional assistance in determining property ownership and rights of access to outfall areas will be coordinated with the field screening personnel.

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.
3. Pre-field screening meeting to review screening areas, maps and priority area for CONSULTANT field screening staff.
4. Storm Drain Atlas and maps for Unincorporated Ventura County.
5. Field Screening Protocol and Outfall Reconnaissance Inventory (ORI) Field Sheets.

End of Exhibit A

6-8

Professional Services Contract AE12-070

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	Illicit Connection and Illicit Discharge Field Screening	04/30/2012
2	Inspections of Potential Illicit Connections	12/30/2012
3	Storm Drain Mapping Verification	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

6-9

Professional Services Contract AE12-070

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 \$56,313.00, for all tasks using the fee schedule herein.

Fee Schedule

Item	Description	Unit	Regular ¹	Prevailing ²	Travel ³
1	51010 Senior Source Control Inspector	Hour	\$101.00	n/a	Yes
2	51010 Management Analyst	Hour	\$100.00	n/a	Yes
3	51010 Source Control Inspector	Hour	\$92.00	n/a	Yes

- Notes: 1) The Regular rates shown include all routine general and administrative expenses including but not limited to: phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the 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

Professional Services Contract AE12-070

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	Ventura County Illicit Connection and Illicit Discharge Field Screening	\$29,010.00
2	Inspections of Potential Illicit Connections	\$18,138.00
3	Storm Drain Mapping Verification	\$9,165.00
Total		\$56,313.00

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

6-11