

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
CITY OF TEMECULA AND CASC ENGINEERING & CONSULTING, INC.**

**NPDES COMMERCIAL AND INDUSTRIAL INSPECTIONS**

**(Agreement 2021-106)**

**THIS SECOND AMENDMENT** is made and entered into as of **April 25, 2023** by and between the City of Temecula , a municipal corporation (hereinafter referred to as "City"), and **CASC Engineering & Consulting, Inc., a Corporation**, (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:
  - a. On **June 3, 2021**, the City and Consultant entered into that certain Agreement entitled "**Agreement for NPDES Commercial and Industrial Inspections**", in the amount of **\$59,970**.
  - b. On **July 1, 2022**, the City and Consultant extended the term of the Agreement to **June 30, 2023**.
  - c. The parties now desire to increase the Payment in the amount of **Sixty Thousand Dollars and Zero Cents (\$60,000)**, extend the term of the Agreement to **June 30, 2024**, and to amend the Agreement as set forth in this Amendment.
2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than **June 30, 2024**, unless sooner terminated pursuant to the provisions of this Agreement.
3. Section 4 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:


The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **One Hundred Nineteen Thousand Nine-Hundred Dollars and Zero Cents (\$119,970)** for the total term of this agreement, unless additional payment is approved as provided in this agreement.
4. Exhibit **B** of the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.
5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF TEMECULA**

**CASC Engineering & Consulting, Inc.**  
*(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)*

By: \_\_\_\_\_  
Zak Schwank, Mayor

By:  \_\_\_\_\_  
Richard J. Sidor, P.E., President/CFO

**ATTEST:**

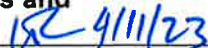
By: \_\_\_\_\_  
Randi Johl, City Clerk

By:  \_\_\_\_\_  
Michelle E. Furlong, Secretary/Treasurer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Peter M. Thorson, City Attorney

**CONSULTANT**  
**CASC Engineering & Consulting, Inc.**  
**Attn: Jeff Endicott, Engineering Manager**  
1470 E. Cooley Drive  
Colton, CA 92324-3933  
(855) 383-0101 x. 5380 (toll free)  
(909) 835-7537 (cell)  
jendicott@cascinc.com

City Purchasing Mgr.  
Initials and  
Date: 

# **ATTACHMENT A**

## **EXHIBIT B**

### **Payment Rates and Schedule**

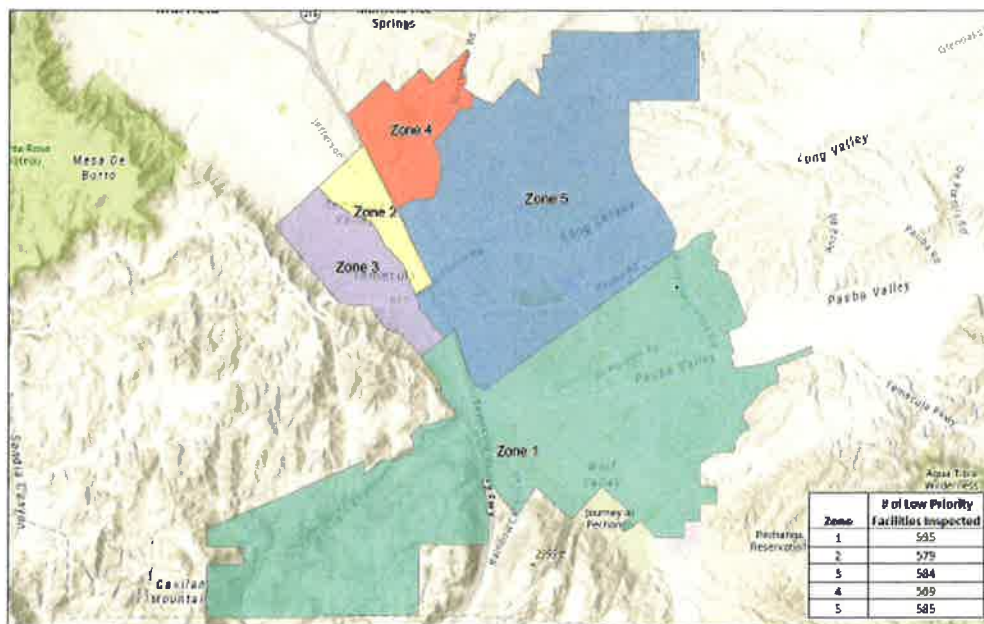
The pay rate schedule provided as a part of Exhibit B for Agreement 2021-106 is to be amended to reflect the additional inspection services, below. Attached hereto and incorporated herein as though set forth in full but not to exceed a total cost of services of \$119,970 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of the Agreement.

March 9, 2023

Julie Tarrant  
Principal Management Analyst, City of Temecula  
11000 Main Street  
Temecula, CA 92590

Subject: Proposal for Amendment 2 to Contract 2021-106 NPDES Commercial and Industrial Inspections-  
Dear Ms. Tarrant,

Casc Engineering and Consulting (Casc) is submitting this proposal to address the MS4 Permit requirements for the 2022-2024 Fiscal Years. The City has over 3000 facilities. 5% are categorized as high priority, requiring inspections once a year. 95% are categorized as low priority, requiring an inspection once per Permit term. The low priority facilities were subdivided into 5 inspection zones: zones 1 and 2 were inspected during FY 2018-2019 on contract #18-117 and FY 2019-2020 on contract #19-192; zone 3 was inspected FY 21-22 on contract #2021-106.



Amendment 1 extended the Term of the agreement to include FY 2022-23 and updated the Rate Schedule.

This Amendment 2 will extend the Term of the agreement to include FY 2023-2024 and add funds to perform work for the 2022-24 Fiscal Years.

Scope of Services

Task 1 – NPDES Inspection Services

Commercial and Industrial Inspection to be conducted during the 2022-2024 Fiscal Years:

Low Priority Businesses Zone 4 and Zone 5— Casc shall conduct "drive-by" commercial and industrial inspections of low-priority businesses in the City. Inspections shall be conducted per Section 8.4.5 of the JRMP. If an inspector observes compliance issues during a drive-by inspection, an onsite inspection will be triggered and performed per Section 8.4.4 of the JRMP. All drive-by inspections will be completed using the City's application or paper forms.

High Priority Businesses FY 22-24- Casc shall continue to conduct annual routine commercial and Industrial inspections of all high priority businesses in the City's inventory. For these businesses, onsite inspections shall be conducted per Section 8.4.4 of the JRMP. For formal inspections, the inspection information will be completed using the City's application or paper forms. Failed inspections will be emailed to the facility owner.

Task 2 – Additional Inspection Services

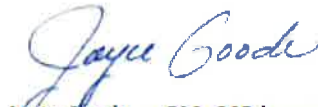
The City has 47 Residential Management Areas (RMAs) that require drive-by assessments During FY 2022-24 Casc shall complete the remaining 2 drive-by assessments per Section 9.4.4 of the JRMP. CASC shall continue to document all RMAs using the Excel spreadsheet developed with the City.

Task 3—Database Support and Project Management:

Casc will continue to provide database support and annual reporting numbers for FY 22-24.

Additional Services - The City has identified additional services that may be potentially needed: updates to the master inspection inventory, on-call ICID investigations and lab assistance, compliance with SB205 and obtaining/verifying SIC codes, and limited assistance with the development of new inspection applications. These services are not included in this proposal. If desired at a future date Casc will be pleased to provide an estimate.

Best regards,



Joyce Goode, CPESC, QSD/P, QISP  
Casc Engineering and Consulting, Inc.  
Environmental Program Manager

**Payment Rates and Schedule**

Total cost of services shall not exceed **\$119,970.00.**

	<b>FY 2021-2022</b>	<b>FY 2022-24</b>
Task 1 – Commercial and Industrial Inspections	\$39,414.00	\$53,840.00
Task 2 – Additional Inspection Services	\$5,600.00	\$1,160.00
Task 3 – Database Support and Project Management	\$14,956.00	\$5,000.00
<b>Estimated Total</b>	<b>\$59,970.00</b>	<b>\$60,000.00</b>
<b>Not to Exceed Total</b>	<b>\$119,970.00</b>	