Title: Agreement: Stormwater Monitoring and Regulatory Support Services for Fiscal Year 2019/20

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager’s designee to: 1) execute a Professional Services Agreement with Larry Walker Associates, Inc. to provide stormwater monitoring and regulatory support services for Fiscal Year 2019/20, for an amount not-to-exceed $807,998; and 2) accept the agreement funding commitment and assume all obligations related to the Confluence Regional Partnership Program Agreement for an amount not-to-exceed $140,000.

Contact: Lisa Moretti, Project Manager (916) 808-5390; Sherill Huun, Supervising Engineer (916) 808-1455; Dan Sherry, Engineering & Water Resources Division Manager, (916) 808-1419; Department of Utilities

Presenter: None

Attachments:
1-Description/Analysis
2-Agreement
3-Funding Agreement
Description/Analysis

**Issue Detail:** Staff recommends Council approve an agreement with Larry Walker Associates, Inc. (LWA) for stormwater monitoring services and regulatory support for Fiscal Year (FY) 2019/20, which will include reporting activities through December 2020.

In accordance with the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit for the Sacramento County urban area, the City and its partners in the Sacramento Stormwater Quality Partnership (SSQP) are required to conduct a monitoring program and implement stormwater pollution reduction programs. Services provided by the consultant through this agreement include stormwater regulatory support services and required water quality monitoring for up to three years. Extension of the Agreement term beyond this initial one-year term will require future City Council approval.

Additionally, Department of Utilities (DOU) is seeking approval to receive up to $140,000 in grant funding through the Confluence Regional Partnership Program. The Confluence Regional Partnership Program has approved funding a Lower American River study for fecal indicator bacteria, with contributions of $70,000 on behalf of Sacramento County Regional Parks and a combined $70,000 on behalf of Sacramento Regional County Sanitation District (Regional San) and Sacramento Area Sanitation District (SASD). This work is included in the proposed LWA agreement.

**Policy Considerations:** City Council approval is required for professional service agreements of $100,000 or more per City Code 3.64.020. Additionally, Council Resolution 2019-0248 requires City Council approval to enter into a grant agreement and appropriate funding when the agreement exceeds $100,000.

**Economic Impacts:** None.

**Environmental Considerations:** This report concerns administrative activities that will not have a significant effect on the environment and does not constitute a "project" as defined by California Environmental Quality Act (CEQA) [CEQA Guidelines Sections 15378(b)(2 and 5)] and is therefore, not subject to CEQA [CEQA Guidelines Section 15060(c)(3)].

**Sustainability:** These activities advance the 2035 General Plan goal to "control sources of pollutants and improve and maintain urban runoff water quality through storm water protection measures consistent with the City’s NPDES Permit" (Goal ER1.1.3) to preserve environmental resources.

**Commission/Committee Action:** Not applicable.
Rationale for Recommendation: On June 12, 2019, a Request for Qualifications (#EV00000023) was advertised and issued on the City’s procurement portal for monitoring services and stormwater regulatory support. On the due date of July 11, 2019, two Statement of Qualifications (SOQs) were received from Terraphase Engineering and LWA.

A three-member evaluation team that included staff from DOU and two members from outside agencies (Sacramento County Department of Water Resources and City of Rancho Cordova) evaluated the SOQs. LWA was selected to provide the requested services based on their knowledge, expertise, and experience.

Financial Considerations: The cost of this services agreement will be shared by the SSQP pursuant to the terms of a master Memorandum of Understanding (MOU), approved by the City Council at the July 31, 2012 council meeting (City Resolution No. 2012-279). The proposed agreement is for an amount not-to-exceed $807,998, which includes SSQP cost-shared services in the amount of $574,192, $93,806 for City only services, and $140,000 for the portion to be funded by the Confluence Agreement. Upon acceptance of the Confluence Agreement the revenue and the expense budget for the NPDES Stormwater Program (I14010200) will increase by the amount of $140,000. The project I14010200, Storm Drainage Fund 6011 has sufficient funding for the City’s share.

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Project No.</th>
<th>Fund No.</th>
<th>Description</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NPDES Stormwater Program, Storm Drainage Fund</td>
<td>I14010200</td>
<td>6011</td>
<td>City of Sacramento Cost</td>
<td>$285,012</td>
</tr>
<tr>
<td>NPDES Stormwater Program, Storm Drainage Fund Reimbursables</td>
<td>I14010200</td>
<td>6211</td>
<td>Cost Share Reimbursed by SSQP per MOU Confluence Grant</td>
<td>$382,986 $140,000</td>
</tr>
</tbody>
</table>

The County of Sacramento and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova will reimburse the City for their cost share amount per the MOU. The cost of the FY 2019/20 services agreement will be shared by the City and the other permittees as follows:
SSQP Cost Sharing | % | Amount
---|---|---
City of Sacramento | 33.3 | $191,206
County of Sacramento | 38.4 | $220,490
City of Citrus Heights | 5.9 | $33,877
City of Elk Grove | 10.9 | $62,587
City of Folsom | 5.2 | $29,858
City of Galt | 1.7 | $9,761
City of Rancho Cordova | 4.6 | $26,413
**Total** | **100** | **$574,192**

City of Sacramento Only Services | | $93,806
Confluence Grant | | $140,000
**Total** | | **$807,998**

There are no General Funds allocated or planned for this project.

**Local Business Enterprise (LBE):** LWA is not an LBE, but has partnered with two LBEs, Thunder Mountain Enterprises and Sacramento Office of Water Programs, for this contract to exceed the minimum LBE participation requirement. Thunder Mountain Enterprises will provide monitoring and field services. Sacramento Office of Water Programs will provide stormwater management, tool development and policy and regional coordination.

**Background:** In June 2016, the Central Valley Regional Water Quality Control Board issued an NPDES Permit (R5-2016-0040) to County of Sacramento and the cities of Sacramento, Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova (Permittees) regulating the discharge of stormwater into local water bodies. The permit requires implementation of programs to reduce the pollution conveyed by stormwater runoff into local water bodies and requires implementation of a stormwater monitoring program.

The City is administering the contract for these services on behalf of the SSQP and will receive reimbursement for the cost share of the other permittees. The costs for implementing some of these programs are shared by the SSQP, as described in a master MOU approved by the City Council in 2012 (City Agreement No. 2012-279). The MOU includes administrative procedures for sharing of work products and apportionment of program costs, including monitoring activities.

A significant portion of the stormwater program is accomplished through annual professional services agreements. These services include development of sampling plans, field sampling, equipment upgrades, technical assistance, laboratory analyses, and preparation of reports.
The FY2019/20 services agreement scope includes water quality monitoring, assistance with permit implementation, support for implementing new development stormwater requirements, and technical expertise on stormwater policy and regulations. In addition, the scope of work includes technical and regulatory support tasks conducted solely for the City such as illegal discharge sampling and response, spill response and characterization, laboratory analyses and environmental compliance assistance.

This scope includes a Lower American River monitoring study, which is being implemented to improve the understanding of sources of bacteria. This study is part of a multi-agency watershed management effort conducted by the SSQP, Central Valley Regional Water Quality Control Board, Sacramento County Parks, SASD, and Regional San for the Lower American River. The City of Sacramento has received approval from the Confluence Regional Partnership Program for an amount not-to-exceed $140,000 to fund two-thirds of the initial phase of the study. SSQP will fund the remaining one-third of the study.
CONTRACT #: PRC000607
CONTRACT NAME: Stormwater Monitoring and Regulatory Support Services
CONTRACT PROJECT #: 114010200
DEPARTMENT: Department of Utilities
DIVISION: Engineering and Water Resources

PROFESSIONAL SERVICES CONTRACT

This Contract is made and entered into at Sacramento, California, between the CITY
OF SACRAMENTO, a charter city and municipal corporation ("City"), and

Larry Walker Associates, Inc.
1480 Drew Avenue, Suite 100
Davis, CA 95618

("Contractor"), as of date it is fully executed ("Effective Date").
The City and Contractor agree as follows:

1 CONTRACT DOCUMENTS
All exhibits and documents attached or referred to in this Contract are incorporated as if
set forth fully herein, including the Scope of Services Exhibit, Payment Exhibit,
Insurance Exhibit, General Conditions Exhibit, and Labor Compliance Exhibit.
If there is a conflict between the terms and conditions of any document prepared or
provided by the Contractor or made a part of this Contract and the terms or conditions
of the other Contract Documents, the terms and conditions of the other Contract
Documents control.

2 SERVICES
Subject to the terms and conditions set forth in this Contract, Contractor shall provide to
City the services described in the attached Scope of Services Exhibit ("Services").
Contractor shall provide the Services at the time, place, and in the manner specified in
the Scope of Services Exhibit.

Contractor will not be compensated for Services outside the Scope of Services Exhibit
("Additional Services") unless before providing Additional Services: (a) Contractor
notifies City and City agrees that the Additional Services are outside the scope of the
Scope of Services Exhibit; (b) Contractor estimates the additional compensation
required for these Additional Services; and (c) City, after notice, approves in writing a
Contract amendment specifying the Additional Services and the amount of
compensation for the Additional Services.
City will have no obligations whatsoever under this Contract or any Contract amendment, unless and until this Contract or any Contract amendment is approved by the City as required by City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

3 PAYMENT
City shall pay Contractor at the times and in the manner set forth in the Payment Exhibit. Contractor shall submit all invoices to City in the manner specified in the Payment Exhibit.

4 FACILITIES AND EQUIPMENT
Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

5 INSURANCE
Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the Insurance Exhibit.

6 GENERAL CONDITIONS
Contractor shall comply with the terms and conditions set forth in the General Conditions Exhibit.

7 LABOR COMPLIANCE REQUIREMENTS
If this Contract includes: (a) any construction work in an amount exceeding $25,000; (b) any alteration, demolition, repair, or maintenance work in an amount exceeding $15,000; or (c) any land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor(s) performing any such Services shall comply with the provisions specified in the Labor Compliance Exhibit.

8 NON-DISCRIMINATION IN EMPLOYEE BENEFITS
This Contract may be subject to Sacramento City Code chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)", can be viewed at:


Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor’s compliance.
Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9 CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

This Contract may be subject to Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:


The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of $100,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is $100,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10 LOCAL BUSINESS ENTERPRISE PROGRAM - LBE PARTICIPATION

The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:


Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.
11 AUTHORITY

The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind Contractor to the performance of the Contract’s obligations.

SCOPE OF SERVICES EXHIBIT

1 REPRESENTATIVES

The City Representative for this Contract is:

Lisa Moretti, Senior Engineer
City of Sacramento
Department of Utilities
1395 35th Avenue
Sacramento, CA 95822
Phone: 916-808-5390
Email: LMoretti@cityofsacramento.org

The Contractor Representative for this Contract is:

Brian Laurenson, Executive Vice-President
Larry Walker Associates, Inc.
1480 Drew Avenue, Suite 100
Davis, CA 95618
Phone: 530-753-6400
Email: brian@lwa.com

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be referred to the Contractor Representative.

The individual(s) who will provide Services or perform Work pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the City’s Conflict of Interest Code.

Contractor shall cause the following to occur within 30 days after execution of this Contract:

1. Identify the individuals who will provide Services under this Contract as "Consultants"; and

2. Cause these individuals to file with the City Representative the "assuming office" statements of economic interests required by the City’s Conflict of Interest Code.
Thereafter, throughout the term of the Contract, Contractor shall cause these individuals to file with the City Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City’s Conflict of Interest Code. The City may withhold all or a portion of any payment due under this Contract until all required statements are filed.

2 SCOPE OF CONTRACT
Contractor shall provide Services to City as set forth in Attachment 1 to this Scope of Services Exhibit.

3 TIME OF PERFORMANCE
The Services described in this Contract shall be provided during an initial period beginning on October 29, 2019 and ending on December 31, 2020. The City may extend this Contract for up to four additional one-year terms, for a maximum five year term. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Scope of Services Exhibit. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.

PAYMENT EXHIBIT

1 CONTRACTOR’S COMPENSATION
The total of all fees paid to the Contractor shall not exceed the total sum of $807,998.00. The payments specified in this Payment Exhibit shall be the only payments made to Contractor unless the City approves a Contract amendment.

2 PRICING
Contractor shall be paid as set forth in the Scope of Services Exhibit or Attachment 1 to this Payment Exhibit and any applicable special provisions included in the request for bids or proposals ("Special Provisions"). If there is a conflict between the Scope of Services Exhibit or Payment Exhibit and the Special Provisions, the Scope of Services Exhibit or Payment Exhibit controls.

3 CONTRACTOR’S REIMBURSABLE EXPENSES
"Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by City.

4 PURCHASE ORDERS
Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City’s fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.

5 PAYMENTS TO CONTRACTOR
Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.

A. Payment terms are NET 30 days, unless otherwise stated in this Contract.

B. Invoices must be submitted to either of the addresses specified below.

   (1) Email. Submit email invoices and any attachments to:

   apinvoiced@cityofsacramento.org

   (2) Postal Mail. If emailing is not an option, mail to:

   A/P Processing Center
   City of Sacramento
   915 I Street, Floor 4
   Sacramento, CA 95814-2608

C. All invoices submitted by Contractor must contain the following information:

   (1) Job/Project Name (if applicable)
   (2) City's current Purchase Order Number
   (3) Contractor's Invoice Number
   (4) Date of Invoice Issuance
   (5) Work Order Number (if applicable)
   (6) City representative identified on the Purchase Order
   (7) Contractor's remit address
   (8) Itemized description of the Services billed under Invoice
   (9) Itemized description of all authorized Reimbursable Expenses
   (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
   (11) Amount of Invoice
   (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of Services. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

6 ADDITIONAL SERVICES

Additional Services shall be provided only when a Contract amendment authorizing the Additional Services is approved in writing by the City in accordance with the City's
contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other Contractors to perform the Additional Services.

7 BILLING DISPUTES
The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

8 ACCOUNTING RECORDS OF CONTRACTOR
During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor’s costs for performance under this Contract and records of Contractor’s Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

9 SALES TAX REQUIREMENTS
The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.

10 EXCISE TAX REQUIREMENTS
The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.

11 TAX PAYMENTS
Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor’s compensation hereunder, including estimated taxes, and shall provide City with proof of the payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by City arising out of Contractor’s breach of this section.

INSURANCE REQUIREMENTS EXHIBIT

1 INSURANCE REQUIREMENTS
During the entire term of this Contract, Contractor shall maintain the insurance coverage described in this Insurance Exhibit.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor’s insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.
Contractor’s liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

2 GENERAL LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3 AUTOMOBILE LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

4 EXCESS INSURANCE

The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor’s umbrella or excess coverage and will not contribute to it.

5 WORKERS’ COMPENSATION MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Workers’ Compensation Insurance is required with statutory limits and Employers’ Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the City.

6 PROFESSIONAL LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE
Professional Liability Insurance providing coverage on a claims-made basis for errors, omissions, or malpractice with limits of not less than one million dollars ($1,000,000) is required. Such coverage must be continued for at least 3 years following the completion of all Services under this Contract. The retroactive date must be prior to the date this Contract is approved or any Services are performed.

7 OTHER INSURANCE PROVISIONS
The policies must contain, or be endorsed to contain, the following provisions:

a. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.

b. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.

c. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

8 ACCEPTABILITY OF INSURANCE
Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Insurance Exhibit must be declared to and approved by the City in writing before execution of this Contract.

9 VERIFICATION OF COVERAGE
A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand. Contractor may redact the policies to remove business-confidential information but will not redact information necessary to demonstrate that the policies meet the City's minimum insurance requirements.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento c/o Exigis LLC
PO Box 4668 ECM- #35050
New York, NY 10168-4668

C. Certificate Holder must be listed as:
D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

10 SUBCONTRACTOR INSURANCE COVERAGE

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Insurance Exhibit.

GENERAL CONDITIONS EXHIBIT

1 INDEPENDENT CONTRACTOR

A. It is understood and agreed that Contractor (including Contractor’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to City employees. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.

B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the required results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor’s sole discretion based on the Contractor’s determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.

D. The provisions of this section survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of the Conflicts of Interest section.

2 LICENSES AND PERMITS

Contractor represents and warrants that the Contractor has all licenses, permits, City Business Operations Tax Certificates, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to practice its profession or fulfill the terms of this Contract and that the Contractor must, at its sole cost and expense, maintain licenses, permits, certificates, qualifications, and approvals at all times during the term of this Contract. Without limiting the generality of the foregoing, if the Contractor is an out-of-state corporation, the Contractor represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State in accordance with Section 2105 of the California Corporations Code.

3 CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on the City's behalf in any capacity whatsoever as an agent. Contractor and Contractor's personnel have no authority, express or implied, to bind City to any obligations whatsoever.

4 CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.
NOTIFICATION OF MATERIAL CHANGES IN BUSINESS

Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.

CONFIDENTIALITY OF CITY INFORMATION

During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the City network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions #30. Any violation by Contractor of this section is a material violation of this Contract and justifies legal and equitable relief.

CONTRACTOR INFORMATION

A. City will have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with performance by Contractor, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

8 TIME

Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract to satisfactorily and timely perform its obligations under this Contract. Neither party will be considered in default of this Contract, to the extent that party’s performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

9 STANDARD OF PERFORMANCE

Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.

10 EMERGENCY / DECLARED DISASTER REQUIREMENTS

If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the
Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption.

11 TERM; SUSPENSION; TERMINATION

A. This Contract is effective on the Effective date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.

B. The City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

1. Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

2. The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

12 DEFAULT BY CONTRACTOR

In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

13 INDEMNITY

A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or
failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing Indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information section above. The provisions of this section survive any expiration or termination of this Contract.

14 FUNDING AVAILABILITY
A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.

B. The City’s payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council or its designee.

C. This section governs over any other contrary provision of the Contract.

15 EQUAL EMPLOYMENT OPPORTUNITY
During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance with Law and Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations".

B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap, or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor’s obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap, or sexual orientation.

D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City may impose any sanctions it determines to be appropriate including:

(1) Withholding of payments to Contractor under this Contract until Contractor complies;

(2) Cancellation, termination, or suspension of this Contract, in whole or in part.

F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request that the City join such litigation to protect the City’s interests.

16 ENTIRE AGREEMENT
This Contract, including all Exhibits and documents referenced herein, contains the entire Contract between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration of the terms of this Contract will be valid unless approved in writing by the Contractor and the City in accordance with applicable provisions of the Sacramento City Code.

17 MODIFICATION OF CONTRACT
The City may order changes in the Services required and the Contractor shall comply with such orders, except that if the changes increase or decrease the price or costs fixed in the Contract, the order will not be valid unless the increase or decrease in cost or change in the schedule is agreed upon in writing by the parties, consistent with the Sacramento City Code.
18 SEVERABILITY
If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

19 WAIVER
Neither the City acceptance of, or payment for, any Service, nor any waiver by either party of any default, breach, or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach, or condition precedent or any other right hereunder. No waiver is effective unless it is in writing and signed by the waiving party.

20 GOVERNING LAW
This Contract shall be governed, construed, and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any litigation in such courts, and consent to service of process issued by such courts.

21 ASSIGNMENT PROHIBITED
The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on Contractor under this Contract. In recognition of this interest, Contractor shall not assign any right or obligation under this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent is void and of no effect.

22 BINDING EFFECT / ASSIGNMENT
This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of the Assignment Prohibited section.

23 COMPLIANCE WITH LAWS
The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
LABOR COMPLIANCE EXHIBIT

1 PAYMENT OF PREVAILING WAGE

Contractor and any subcontractor(s) performing any Public Works shall comply with the provisions of Sacramento City Code Section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1773.

Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by City. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Works to furnish electronic payroll records directly to the Labor Commissioner.

Contractor is responsible for compliance with Sacramento City Code Section 3.60.180 and shall include these requirements in every subcontract. This Contract is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code Section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180.

Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

2 DIR REGISTRATION

California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code) or engage in the performance of any contract for Public Works, unless currently registered and qualified to perform Public Works in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at

http://www.dir.ca.gov/Public-Works/Contractors.html.

The above summary is provided solely for informational purposes and does not in any way affect the Contractor's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of Services by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR
registration number(s). The Contractor’s current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

3 WORKERS’ COMPENSATION CERTIFICATION

In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance of this Contract.

4 APPRENTICES

If this Contract is for the performance of any Public Works, and the amount of the Contract is $30,000 or more, the Contractor and any subcontractors performing any Public Works under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.190, section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Works will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.

5 WORKING HOURS

If this Contract is for the performance of any Public Works, Contractor and any subcontractors performing any Public Works under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 et seq., governing the working hours of employees performing Public Works.

6 SUBCONTRACTORS

The Contractor shall include these provisions in every subcontract or sub-agreement for any subcontractors performing Public Works under this Contract.

7 DOCUMENTATION AND COMPLIANCE MONITORING

The City will require each Contractor and subcontractor (at all levels/tiers) to submit all labor compliance documentation, including certified payrolls, electronically using the online application LCPTTracker. There is no cost to Contractors for use of this application.

8 FAILURE TO COMPLY WITH LABOR COMPLIANCE

If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice in whole or in part, without in any way relieving Contractor of any obligations under this Contract.
SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: Brian M Laurensen  
Brian M Laurensen (Sep 23, 2019)

Title: Executive Vice President

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: Michael Voss  
Michael Voss (Sep 24, 2010)

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:
Attachment 1 to Scope of Services Exhibit

Larry Walker Associates Stormwater Monitoring and Regulatory Assistance Fiscal Year 2019-2020 Scope of Services

This Scope of Services describes the consulting services to be provided by Larry Walker Associates, Inc. (LWA) and its subcontractors (collectively, “Consulting Team”) to the Sacramento Stormwater Quality Partnership (SSQP) during the Fiscal Year 2019-2020 (FY1920) contract period, under the terms of LWA’s stormwater monitoring and regulatory support contract with the City of Sacramento Department of Utilities. LWA leads a consulting team that includes Thunder Mountain Enterprises (TME), Pacific EcoRisk, and California State University Sacramento Office of Water Programs (OWP).

This Scope of Services assumes that the Central Valley Regional Water Quality Control Board (Regional Water Board) will continue to implement the monitoring requirements of the “Limited Term” National Pollutant Discharge Elimination System (NPDES) permit issued to the SSQP co-Permittees on April 17, 2015 (Order No. R5-2015-0023) until the revised Stormwater Quality Improvement Plan (SQIP) and Monitoring Study Design are approved by the Regional Water Board, which is likely no sooner than January 1, 2020.

The Regional Water Board adopted the MS4 General Permit in June 2016 (Order No. R5-2016-0040). The individual SSQP agencies filed Notices of Intent (NOIs) in November 2016 and received Notices of Applicability (NOAs) later in November 2016. With the November 2016 NOIs the SSQP submitted the 2016-2019 Monitoring Work Plan to the Regional Water Board implementing these approved monitoring components as a joint activity.

The MS4 General Permit states, “Prior to such approval, the Permittee shall continue full implementation of its preexisting Storm Water Management Program.” For this Scope of Services, it is assumed that the SSQP interprets water quality monitoring to be performed according to the most recent Regional Water Board approved monitoring work plan that includes Delta RMP participation.1 The applicable permit monitoring only requires discharge monitoring in two of three years. The SSQP interprets this to mean that no discharge characterization stations are required to be monitored in FY1920, and it requires continued participation in the Delta RMP. The urban tributary monitoring is only required once per five years before 2020, and the SSQP previously monitored Arcade Creek in FY1516 and Laguna Creek and Willow Creek in FY1718. Urban tributary monitoring is not required in FY1920.

The SSQP submitted the Reasonable Assurance Analysis (RAA) Report and compliance milestones to the Regional Water Board in July 2019. Regional Water Board comments have not yet been received. The SQIP is due to the Regional Water Board within three months of those Regional Water Board comments. This Scope of Services supports development of the SQIP and Monitoring Study Design as well as responses to comments on the RAA and development and implementation of PWQC strategies.

This Scope of Services also includes compliance reporting, TMDL compliance, Stormwater Quality Design Manual support, compliance tracking tool development, and technical expertise

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tasks. Several sub-tasks in this Scope of Services are on an “as-needed” basis based on specific requests from SSQP staff. It is not expected that all these tasks will be necessary and budget estimates are intended to be shared between subtasks depending on the level of effort requested.

**TASK 1 MONITORING MANAGEMENT**

This task involves all work related to monitoring activity coordination, study planning documentation, pre-season equipment preparation, weather forecasting, equipment and program troubleshooting, and SSQP status updates following monitoring mobilization efforts related to this contract. These activities provide general monitoring support for all monitoring activities. However, this task will support as-needed monitoring and laboratory activities, including but not limited to, pilot testing of methods, field assessment, short term forecasts, preparations for FY2021 monitoring, and coordination of field and laboratory methods between SSQP members or the SSQP and other entities. This task may be used for planning and development of programs for monitoring in subsequent years and general monitoring support (e.g., develop the quality assurance project plan (QAPP)). This task excludes the cost-shared components on the Lower American River Bacteria Sources Investigation so that cost sharing with that external stakeholder group can be tracked.

As needed, the Consulting Team may provide support to coordinate SSQP monitoring with other monitoring efforts (for example, potential pesticide monitoring conducted under the STORMS Pesticide Amendments). As needed, the Consulting Team may compile and review data for compliance with applicable TMDLs including the organophosphate pesticide (Sacramento Urban Tributary and Delta), American River E. coli, Central Valley pyrethroid, Delta methylmercury, Statewide mercury, and others identified in 303(d) impairments.

**TASK 2 REGIONWIDE PERMIT IMPLEMENTATION ASSISTANCE**

The SSQP permittees are individually subject to the MS4 General Permit, but participate in some activities jointly. The MS4 General Permit has deadlines for submittals according to the schedule in Section V F 2 of the MS4 General Permit. The Reasonable Assurance Analysis (RAA) strategies, and milestones were submitted on July 1, 2019, and comments have not yet been received. The SQIP and Monitoring Plan are due to the Regional Water Board three months from receipt of Regional Water Board comments on the RAA (likely late 2019 or early 2020). The precise requirements for completion of this submittal are not yet known and could affect the services discussed in this Scope of Services. The SSQP is the lead preparer of the SQIP and the Consulting Team will lead preparation of monitoring and PWQC sections, including the Monitoring Study Design. The Consulting Team will assist with review and preparation of the overall SQIP document as directed by SSQP staff.

The intent of this overall task is to support the prioritization program in the MS4 General Permit through support of as-needed responses to the Regional Water Board, adaptive changes to the implementation program, preparation of deliverables for the MS4 General Permit, and support to the SSQP on MS4 General Permit planning and implementation.

**Task 2.1 Reasonable Assurance Analysis Response to Comments**

The Consulting Team will revise the RAA documents, as necessary, based on comments from the Regional Water Board and direction from the SSQP. The scope of the comments is not expected to require significant changes to the technical approach, model development or
revisions, or recalculation of regressions or other significant organizational revisions. Revisions may likely be in the form of errata pages or response to comments report or memorandum. Additional PWQC activities related to the RAA documents may be performed under the tasks below specific to the PWQC.

**Task 2.2  Stormwater Quality Improvement Plan Assistance**

The SQIP is due to the Regional Water Board three months following receipt of comments on the RAA Report. The SQIP submittal deadline is likely in early 2020. This Scope of Work is intended to cover submittal of the draft SQIP and support for the “joint” or regional sections and review and coordination of the individual permittee sections. The timeline may be delayed and future contracting may be required to complete this effort if there are additional delays in Regional Water Board comments. SSQP will coordinate SQIP development, and the Consulting Team will lead preparation of the monitoring and PWQC sections. In this role, the Consulting Team will support, as needed, development of all sections led by SSQP staff and provide technical review and as-directed tasks by SSQP staff based on available funding. This support task will also include coordination between SSQP permittees to provide coordination and general support of standard approaches. Support of SQIP development will be budgeted from remaining funds and based on the expected schedule once it is better established.

The monitoring section will summarize the Monitoring Study Design technical analysis developed in Task 2.3 justifying the proposed multi-year monitoring program. This will include a study plan that can be expanded into sampling and analysis plans to be incorporated into a future Quality Assurance Project Plan (QAPP).

**Task 2.3  Monitoring Study Design**

The Consulting Team will develop the stormwater monitoring program to be included in the revised SQIP as the “Monitoring Study Design”. The task was initiated in FY1819 and continues in this scope of work such that the tasks described here are partially completed under a separate agreement (C2015-1465-3) and this task will primarily cover steps No. 3 through No. 6 below as previous work substantially covered steps No. 1 and No. 2. The permit specifies the requirements of the Monitoring Study Design in the MS4 General Permit Fact sheets (Section VII.A.4.b., page F-41). The requirements state that “…the Permittee must identify the approach for monitoring and each program element to address PWQC’s and identify metrics for monitoring and each program element to measure the program effectiveness and verify that the program is meeting the established milestones.” And further requires an Implementation Schedule and specific technical components (Approach, Parameters, Methods, Locations, QA/QC, and Local Water Quality Monitoring). The MS4 General Permit requires that the monitoring program evaluate the milestones and support effectiveness assessments PWQC strategies and is consistent with TMDL monitoring required in Attachment G. To address these requirements the Consulting Team will evaluate the following technical components:

- Assessment of milestones and PWQC control strategy effectiveness
- Consistency with Attachment G
- Local water quality monitoring characterization following the Category 2 and Category 3 evaluation processes
The Monitoring Study Design will proceed through the following steps:

1. Define management questions to evaluate milestones, control strategy effectiveness, and local water quality monitoring. “Management questions” are the overall goals of the evaluations (e.g., “Is the SSQP meeting the water quality milestones for methylmercury and pyrethrroids?”; “Are structural controls effective at reducing the PWQC loading?”; “Is urban runoff causing or contributing to beneficial use impairment?”; etc.)

2. Define specific assessment questions as testable hypothesis or programmatic evaluations to support the management questions (e.g., “Methylmercury concentrations are not increasing over time.”; “Urban runoff discharge concentrations and volumes do not increase downstream receiving water concentrations above water quality objectives.”; “Urban pyrethroid use countywide directly is the primary factor for observed urban tributary concentrations”; “What contaminants of emerging concern are observed at concentrations above relevant screening or effect values?”). It is expected that these will be developed based on the RAA milestones/strategies and the Category 2 and 3 assessment flow charts.

3. Identify the technical methods to evaluate the assessment questions (water quality, toxicity, bioassessment, literature review, etc.)

4. Evaluate the variability, confidence, and statistical power necessary to adequately address the assessment questions consistent with the EPA Data Quality Objective (DQO) process.

5. Propose monitoring alternative programs, implementation schedule, and costs to provide the required information over the relevant assessment periods.

6. Prepare a technical memorandum that can be used as a technical appendix for the SQIP.

**Meetings (may be shifted later depending SQIP submittal date)**

Management and Assessment Question Workshop December 2019

Monitoring Design Workshop January 2020

**Deliverables (may be shifted later depending SQIP submittal date)**

Draft Summary of Monitoring Alternatives Evaluated January 15, 2020

Draft Monitoring Recommendations Memorandum February 15, 2020

Final Monitoring Recommendation Memorandum Two weeks following comments

**Task 2.4 Methylmercury Strategy and Implementation**

The Delta Methylmercury TMDL includes a wasteload allocation for methylmercury for the land area within the legal definition of the Delta. The SSQP and Consulting Team submitted the Methylmercury TMDL Final Report in October 2018 and the RAA, including methylmercury in July 2019. It is anticipated that the SSQP will also be subject to the forthcoming Statewide Mercury TMDL.

The Consulting Team will assist the SSQP, as needed, in responding to comments on the Final Phase 1 Study Report and stakeholder participation in Phase 2 activities.

The Consulting Team will update and/or develop analyses supporting methylmercury control strategies or milestones as part of the SQIP Monitoring/PWQC sections, requests from the Regional Board, and participation in stakeholder efforts and regional workgroups.
Task 2.5  Pyrethroid Strategy and Implementation
The SSQP MS4s discharge to receiving waters that are specifically listed in the Central Valley Pyrethroid TMDL for six impaired water bodies. The SSQP included pyrethroids as a PWQC in the RAA and identified “regulatory coordination” and land use development and redevelopment as the primary control strategies. The Statewide Urban Pesticide Amendments are under development in the STORMS program of the State Water Resources Control Board. The Consulting Team will provide as-needed support to update the technical analyses in the RAA, participate in monitoring and assessment program coordination, and develop overall control strategies. The majority of this task will support RAA responses and technical analysis of existing data.

The Consulting Team will assist the SSQP in preparation of the Pyrethroid Management Plan that is required by the Central Valley Pyrethroid TMDL and due to the Regional Water Board by April 22, 2020. It is expected that the SSQP staff will be the lead preparer and the Consulting Team will provide technical assistance and writing. It is expected that there will be 1-2 meetings of the SSQP technical team or stakeholder group to discuss the Pyrethroid Management Plan.

Task 2.6  Trash Strategy and Implementation
All SSQP MS4s, except the City of Galt, submitted Track 2 Trash Implementation Plans in late 2018. The City of Galt selected Track 1 compliance approach and was not required to submit an Implementation Plan. The Consulting Team will provide ongoing support for trash compliance issues that cover all or a plurality of SSQP MS4s where coordination is beneficial (e.g., standards, assumption evaluation, control measure evaluation, literature research, planning templates, monitoring protocols, etc.). The Consulting Team will provide technical support to address comments on the RAA and assist SSQP MS4s with interpretation of milestones. The Consulting Team will not provide specific individual MS4 support under this task.

Task 2.7  Category 2 and 3 Constituent Support
Category 2 constituents were identified by the SSQP as having an indication of a potential impairment or causing an impairment without a regulatory deadline (pathogen indicator, copper, fipronil, certain PAHs, and dissolved oxygen). Category 2 constituents require additional evaluation to characterize the water quality condition and the contribution from urban runoff to that condition (see Figure 6 of SSQP Supplemental Report for the Assessment and Prioritization of Water Quality Constituents and Reasonable Assurance Approach). It is expected that these Category 2 constituents will be considered in the Task 2.3 monitoring design, and this task will support coordination and develop strategies for longer term compliance. Tasks may include data evaluation, compliance assessments, participation in stakeholder groups, literature studies, control measure effectiveness evaluation, special study development, workshop facilitation, and other related activities.

Category 3 constituents do not have immediate assessment or strategy needs. However, it may be necessary to coordinate overall strategies for multiple benefits.

This task may also be used to develop strategies for TMDL alternatives and assessments prior to the Regional Water Board initiating more formal TMDL processes.
This task may be used to evaluate or participate in regional efforts related to newly identified constituents of concern such as microplastics, harmful algal blooms (HABs), and others not currently included in regulatory programs.

**Task 2.8 Regulatory Reporting**

The Consulting Team will support SSQP as-needed responses to specific requests from regulatory agencies and the Permit required reporting described in the tasks below. As-needed the Consulting Team will assist the SSQP in developing response letters, information requests, and technical analyses related to permit compliance.

**Response to Regulatory Requests**

As needed, the Consulting Team will respond to requests for information, reports, and data from regulatory agencies. This as-needed task will be at the direction of SSQP staff as issues requiring responses arise, including preparation of notice of violation response letters, preparation of compliance related analysis, and developing compliance strategies for issues not identified in other tasks. This task may be used to respond to a range of requests from the State Water Board, Regional Water Board, or USEPA.

**Regional Annual Report Preparation**

The Consulting Team will support preparation of the Regional Annual Report or the SSQP-prepared annual report prepared in response to the MS4 General Permit, due to the Regional Water Board by October 1, 2020. The Consulting Team will prepare the monitoring section of the Regional Annual Report, which summarizes all monitoring activities in which the SSQP participates and performs effectiveness assessments. LWA will use the SSQP template for the 2019-20 sections. SSQP staff and the Consulting Team will agree on the content, outline, and schedule for the monitoring section. It is expected that the draft section will be submitted to the SSQP by August 15, 2020, dependent on direction from SSQP staff.

**Task 3 LOWER AMERICAN RIVER SOURCES OF BACTERIA INVESTIGATION**

The SSQP has participated in the Regional Water Board’s Lower American River Sources of *E. coli* Investigation with a number of stakeholders. The American River is listed as impaired due to elevated *E. coli*, though the sources of the impairment during dry weather are not well quantified or attributed. Bacteria is a Category 2 PWQC for the SSQP. While specific monitoring has not been required, it is expected that the SOIP Monitoring Study Design will consider bacteria and *E. coli* separately from this Lower American River effort. Development of the Monitoring Study Design is covered under Task 2.3.

This task covers immediate requests from the Regional Water Board to collect and analyze additional bacteria and microbial source tracking (MST) data as part of the river (ambient) and urban runoff source monitoring. This scope includes a continuation of the FY1819 work as described in the *Lower American River Bacteria Source Identification Phase I – Dry Weather Conditions, Paradise Beach to Sutter’s Landing Regional Park Work Plan* prepared by the Regional Water Board and the *Fecal Indicator Bacteria Source Identification – Dry Weather Urban Runoff Discharge Evaluation Sampling and Analysis Plan (August 9, 2019)* prepared by the SSQP, referred to as the *Lower American River Bacteria Source Identification Phase I Work Plan*. 
Plans. SSQP funded the initial portion of the Lower American River Bacteria Source Identification study under FY1819 contract C2015-1465-3. The remaining portion of the Lower American River Bacteria Source Identification Phase I Work Plans will be funded under this contract. Per the direction of SSQP staff, this task will include any revisions to the Work Plan as agreed to by the Stakeholder group. The funding of this task is described in more detail in the attached budget estimate.

At the direction of SSQP staff, the funding may be adaptively managed to match changes to the sample collection program following review of the first seven events.

**Task 3.1 Monitoring, Laboratory Analysis, and Reporting**

The Consulting Team will collect up to six weekly samples at ten river locations and two urban runoff locations specified in the Lower American River Bacteria Source Identification Phase I Work Plans to complete the thirteen total events specified in the work plan that was initiated under the FY1819 contract. Samples will be collected from a boat or the shore according to the protocols developed by the stakeholders and Regional Water Board as modified in the sample collection plans or other adaptively managed and reported in a variance report. If conditions do not permit sample collection, an individual site or event will be omitted or rescheduled if available funds permit. It is expected that the Regional Water Board will provide sample pick-up at the designated locations and provide analytical work for *E. coli* analysis and microbial source tracking sample filtering. The Consulting Team will provide a brief email following completion of the event and will confirm any event or site cancellation.

The Consulting Team will provide unfiltered samples to the Regional Water Board under chain of custody. The Regional Water Board will filter the samples within the allowable holding time, store the filter samples until an analysis plan is agreed by the stakeholders, and ship the filter samples to the appropriate laboratory under chain of custody. LWA will provide shipping information to the Regional Water Board and microbial source tracking (MST) analysis instructions (i.e., list of analyses per sample) and laboratory billing information. The MST analysis approach will be developed by a technical work team that includes the Consulting Team and other partners identified by the stakeholder group. The Regional Water Board is analyzing all *E. coli* samples. LWA will subcontract the MST analysis to one or more laboratories approved by the SSQP.

Data compilation and reporting is shared between the Regional Water Board and the Consulting Team. It is expected that the Regional Water Board will provide CEDEN-ready electronic date deliverable and quality assurance analysis of all *E. coli* data, including a brief summary of any excursions from measurement quality objectives. The Consulting Team will compile all the MST data in a reporting template for presentation and flat file storage that will not be CEDEN compatible. The Consulting Team will provide a brief memorandum presenting the results following the first seven events. It is expected that the stakeholder group will evaluate the initial results and adaptively manage the program to initiate the final six events. The Consulting Team will prepare a second brief memorandum on the final six events or other identified activities. The data memoranda will not include interpretative analysis besides data presentation. Recommendations may be included based on input from the SSQP and the stakeholder group.
Task 3.2  Contingency

To initiate a potential to-be-determined next phase of the project with matching Confluence funding, a contingency is included in this contract to cover services prior to City Council approval of a subsequent Confluence Grant as directed by SSQP staff. This contingency includes potential other services for activities identified as part of the Lower American River or other investigations or requirements, as needed by the SSQP with available funding. The contingency may also be used for support of other tasks.

TASK 4  NEW DEVELOPMENT SUPPORT

The SSQP approved a Stormwater Quality Design Manual in July 2018 that is a critical component of the compliance strategies for pyrethroids and methylmercury. This task includes support implementing the Stormwater Quality Design Manual standards across SSQP MS4s and overall assistance and training to SSQP MS4s.

Task 4.1  Stormwater Quality Design Manual Assistance

The Consulting Team will meet with SSQP MS4s to identify and prioritize key issues to coordinate, optimize, and improve overall implementation after first year of use. This will include meeting first with SSQP staff, and possibly followed by broader stakeholder meetings to prioritize actions and development of tools for SSQP-wide implementation. This may include updates to the SSQP website, updates to factsheets, and/or clarifications within the Stormwater Quality Design Manual. Specifically, this task will include reviewing the Stormwater Quality Design Manual’s requirements for trash full capture systems and providing recommended updates.

Task 4.2  Training and Outreach

Based on the priority areas identified in Task 4.1, the Consulting Team will develop training programs and information (e.g., frequently asked questions, templates, training materials, etc.) to support to SSQP member agencies to implement the Stormwater Quality Design Manual requirements.

Task 4.3  Tool Development

The Stormwater Quality Design Manual requires assessments and evaluations to determine the adequate and required stormwater features. Based on the prioritized list of tools from Task 4.1 and input during Task 4.2, the Consulting Team will develop the highest priority tools. This may include online calculators, references, and other resources.

The RAA milestones and the expected SQIP effectiveness assessments will likely rely on annual compliance reporting of the status of land use conversion for new development and redevelopment. The Consulting Team will identify an existing adequate tool or approach or develop a tool to track new development and redevelopment to match milestone requirements and characterize urban land use changes. This may be an online tool or other means to streamline and encourage SSQP member agencies to accurately update at least annually.
Task 4.4 Proprietary Device Review

Consulting Team will provide as-needed review of proprietary control performance data or proposed monitoring programs to assist SSQP analysis and response to manufactures and vendors. Consulting Team will also assist the SSQP in an overall review of available and SSQP-acceptable proprietary controls.

TASK 5 TECHNICAL EXPERTISE

Technical expertise tasks include the range of activities to support regulatory, monitoring, and technical evaluations to support the SSQP.

Task 5.1 Delta RMP Support

The Delta RMP is supported by the Regional Water Board and a wide range of stakeholders to develop better and more comprehensive water quality science in the Delta. SSQP participation in the Delta RMP reduces NPDES permit monitoring requirements performed by the SSQP. LWA will provide support to the SSQP Delta RMP activities, including, but limited to the following types of activities:

- LWA will serve as a Technical Advisory Committee (TAC) member and alternate representing MS4 Phase 1 agencies and the SSQP, including attending up to eight meetings and teleconferences. LWA will prepare as needed reports on TAC activities to the SSQP and perform reasonable TAC-assigned follow-up tasks or special committee work.
- LWA will attend Steering Committee meetings to support the SSQP Steering Committee members.
- LWA will attend coordination meetings with the regulated entities to prepare for Steering Committee meetings. LWA will provide representation specific to the SSQP at these meetings. LWA will assist with facilitation and preparation for these meetings with Regional San, Central Valley Clean Water Agencies, the City of Sacramento (combined sewer system), and other partners and the cost of facilitation of meetings will be split with these coordinating agencies such that no more than 50% of the cost is incurred by the SSQP. Coordination time for Regional San may also come from other LWA staff.
- LWA will provide technical support evaluating Delta RMP proposals and programs.
- LWA will support SSQP staff in development of any multi-year Delta RMP work plan.
- LWA will represent the SSQP at the Methylmercury and CEC TAC subcommittees.
- LWA will perform SSQP staff directed activities to support technical and policy analysis of Delta RMP proposals and issues.
- LWA will participate in specific subcommittee meetings based on evaluation of key issues for nutrients and pesticides. The SSQP has other consultant representation and SSQP staff that are the primary representation at these subcommittees.

Task 5.2 Delta Policy, TMDL, Central Valley, Statewide and Federal Water Quality Policy Tracking

LWA will prepare a summary table of ongoing regulatory policies and plans under development that may be relevant to the SSQP on at least a quarterly basis, and upon request. This summary table will be revision of the analysis LWA provides the CASQA Policy and Permitting
Subcommittee and the CASQA Executive Team. This will include Federal, California, and regional issues with the intent of concisely stating status and potential impact on the SSQP agencies. Some of these regulatory efforts may require more active participation and/or commenting by the SSQP. The Consulting Team will assist the SSQP with as needed participation in regulatory issues.

LWA will provide as needed policy analysis and communication support to the SSQP related to water quality initiatives. Sacramento-San Joaquin Delta (Delta) issues include, but are not limited to, the Delta Plan, Delta Science Program, California Water Fix, California Ecorestore (formerly BDCP), and Bay-Delta Water Quality Control Plan amendments. Federal, statewide and other regional issues may also be covered on request. LWA will attend meetings, provide summary information and draft comments or talking points as needed to inform the SSQP, and develop comments from the SSQP on urban runoff or permit related matters. Individual SSQP agencies may still have comments specific to that agency or not related to urban runoff that may be submitted separately.

The State Water Resources Control Board (State Board) develops regulations through several efforts that may result in changes to the MS4 NPDES permits or indirectly function as guidance to Regional Water Boards that develop the MS4 permits. LWA will maintain a list of these identified issues and the SSQP staff or consultants that are actively participating on behalf of the SSQP. As needed, the Consulting Team will assist the SSQP in tracking, evaluating, and commenting on the following State Board policy efforts:

- **303(d) Impairment Delisting - Coordination with the Regional Water Board and preparation and submittal of data to support delisting water body impairments. The SSQP and Consulting Team will identify opportunities where submittal of such data will be considered and the SSQP will direct the as-needed effort.**
- **Policy for Toxicity Assessment and Control – Will require evaluation of toxicity using the “test for significant toxicity (TST)”, though the requirements for assessment of MS4 discharges may be specified in later guidance documents.**
- **Biological Integrity Assessment Implementation and Biostimulatory Plan – The State Board is developing an assessment program to identify numeric and narrative benchmarks for inland freshwater streams. As part of the biostimulatory effort, the State Board is developing a method to develop nutrient numeric objective based on causal effects.**
- **STORMS, including the potential statewide Urban Pesticide Amendments.**
- **Statewide Bacteria Objectives - The State Water Board is proposing a statewide control program to protect recreational users from the effects of pathogens in California water bodies. The program would be adopted as amendments to the Inland Surface Water, Enclosed Bays and Estuaries Plan.**
- **Statewide mercury objectives and beneficial uses**
- **Others that are identified through the tracking process.**

The Consulting Team will provide as needed support including attending meetings, hearings, and providing technical analysis of Total Maximum Daily Load (TMDL) programs for pesticides, methylmercury, and others. While there are no known new constituents for near-term TMDL development, it is possible that the SSQP will participate in a range of Basin Plan amendments, TMDL development, and other constituent-specific issues (e.g., Lower American River *E. coli*,

\[\text{page 10}\]
emerging use pesticides, etc.). The Consulting Team will provide as needed support for participation in these efforts.

**TASK 6  PROJECT COORDINATION**

Consulting Team will provide staff planning to ensure a high level of responsiveness for all work and will provide SSQP with coordination of meetings, teleconferences, video conferences, note taking, and project progress reporting.

**Task 6.1  Project Coordination and Planning**

Consulting Team will provide project management to ensure that the project is completed on time and within budget, including project coordination and administration necessary to achieve the tasks previously described and periodic communications with the SSQP and subcontractors. Consulting Team will provide qualified staff to complete all tasks as described in the preceding Scope of Services.

LWA will submit a monthly invoice with detailed budget status information on a subtask basis and a monthly written report describing project activities and expenditures during the period covered by the invoice.

**Task 6.2  As-Needed Technical Services and Contingency**

The SSQP may be required to expand the scope of the RAA, PWQC, or SQIP and request additional deliverables or work products from the Consulting Team. This may include additional analyses, reporting, or laboratory services. The Consulting Team will only perform these services at the request of SSQP staff and approval from the City of Sacramento Contract Manager. It is not expected that additions to the PWQC list can be completely addressed with the proposed funding, but the SSQP staff and City of Sacramento Contract Manager may move funding from other tasks to develop these additional tasks.

**TASK 7  PRO BONO INDIVIDUAL MS4 COMPLIANCE ASSISTANCE AND STRATEGIC CONSULTING**

LWA will provide up to forty hours of pro bono technical and strategic assistance to individual SSQP MS4s to assist, as needed with individual MS4 compliance requirements and strategic compliance assessments. It is expected that the effort will be evenly distributed, although LWA will manage the effort with best professional judgment.

**TASK 8  CITY OF SACRAMENTO TECHNICAL AND REGULATORY TASKS**

LWA will provide as-needed services to the City of Sacramento that will not be billed to other SSQP members. It is expected that services will include work related to the sampling, drinking water, and water quality regulatory and monitoring issues specific to the City of Sacramento.

**Task 8.1  Regulatory Expertise**

LWA will provide policy analysis and communication support to the City of Sacramento related to water quality initiatives. Sacramento-San Joaquin Delta (Delta) issues include, but are not limited to, the Delta Plan, Delta Science Program, California Water Fix, California Ecorestore (formerly BDCP), Triennial review of Central Valley Basin Plan amendment priorities, and Bay-
Delta Water Quality Control Plan amendments. Federal, statewide and other regional issues may also be covered on request by City of Sacramento staff. These services will be in addition to the support provided to the SSQP in this Scope of Services. LWA is not expected to attend all meetings related to the noted policy efforts, but the City may request representation or assistance at key meetings. Services to be provided include the review of selected portions of key Delta related reports and preparation of draft comments in support of applicable discharger considerations. Services may support tracking schedules for upcoming key documents, recommendations for follow-up activities including additional policies and reports to track, and input on guiding principles. LWA will provide recommendations for input on other State Water Board or Central Valley Regional Water Board policies in support of discharger considerations, or additional support for follow-up on Delta policies.

**Task 8.2  As Needed Regulatory, Compliance, and Field Services**

Consulting Team will provide as-needed assistance to the City of Sacramento related to comment preparation on stormwater management plans, compliance assistance for City of Sacramento facilities and Stormwater Quality Improvement Plan (e.g., enforcement response documentation, etc.), and water quality regulatory and monitoring issues specific to the City of Sacramento. Consulting Team will provide as-needed field and analytical laboratory services such as inspections, illicit discharge response, regulatory compliance support, and spill response. This may include, as directed by City staff, development of a spill response guide and process in coordination with City staff, which may include utilization and documentation of requirements, resources and references from other organizations such as US EPA. A response and enforcement flow chart may be development to support the City’s spill and emergency planning documents. Consulting Team will provide as-needed training and support of City staff for spill response and field services.

**Task 8.3  As Needed Trash Amendment Implementation Support**

Consulting Team will provide as-needed support to the City of Sacramento for implementation of the Trash Amendment. This may include implementation specific to the City of Sacramento in addition to general support provided to the SSQP. The Trash Amendment support may require technical evaluations, engineering design, effectiveness assessment programs, and other related activities. The City may also request additional visual assessments or training during the contract period.

**Task 8.4  Garcia Bend Dredging Permit Monitoring**

Consulting Team will provide field sample collection services or training when requested by City staff to monitor downstream effects of dredging activities at Garcia Bend. The City will provide the boat and pilot for one Consulting Team field person to collect the required analysis for up to two days. Laboratory analysis will be completed to meet permit requirements. Consulting Team will prepare a short write-up that identifies any problems encountered or quality review issues with the reported data.

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*NOTES TO SCOPE OF SERVICES*
Attachment 1 to Scope of Services Exhibit

- The period during which the LWA and Consulting Team services described herein will be performed is approximately from October 1, 2019 through December 2020. However, upon mutual consent of City of Sacramento and LWA, some activities may extend beyond this period.
- Consulting Team shall provide the City and SSQP with electronic copies of work products and data files requested by the SSQP.
- Consulting Team shall not make public information releases or otherwise publish/release any information obtained or produced by it as a result of, or in connection with, the performance of services under this Scope of Work without the prior written authorization from City’s contract manager in coordination with the SSQP.
- Consulting Team is not acting as a health and safety officer for the SSQP or SSQP contractors.
### Larry Walker Associates Estimated Budget 2019-20 Sacramento Stormwater Quality Partnership Monitoring and Reporting Support

#### Attachment 1 to Payment Exhibit

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## Task: Project Coordination and Planning

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<tr>
<th>Task Description</th>
<th>Vice President</th>
<th>Associate</th>
<th>Senior Ing/Sci</th>
<th>Project Eng/Sci 2A</th>
<th>Project Eng/Sci 2B</th>
<th>Project Eng/Sci 1A</th>
<th>Contract Manage</th>
<th>Project Eng/Sci 1B</th>
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<th>LAB or Consultant COSTS [1]</th>
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**TOTAL COSTS**

$361,054

City of Sacramento Only Services

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<th>City of Sacramento Only Services</th>
<th>Vice President</th>
<th>Associate</th>
<th>Senior Ing/Sci</th>
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<th>LAB or Consultant COSTS [1]</th>
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**GRAND TOTAL** $807,998

Notes:
* Rates are updated annually on July 1.
[1] Includes 10%LWA markup for lab costs and subcontractor labor and laboratory fees.

Budget is based on remaining thirteen events estimated separately for $260,000 for the Phase 1 Lower American River Source Identification Study. Funding for this Phase 1 Lower American River Source Identification Study is shared between the SSQP and a Confluence Grant to cover contributions from Regional San and Sacramento County Parks and Recreation. The Regional Water Board provides in-kind services to reduce the total project cost to $213,000. Each of the other stakeholders is responsible for $70,000. The SSQP has previously funded approximately $60,000 through the FY1819 contract C2015-1465-3 and this contract includes an additional $10,000, and contingency to fund items that cannot be completed before the FY1819 contract is closed or if new study components are agreed and funded by all stakeholders.

**Phase 1 Lower American River Source Identification Study Funding**

- **$50,000** Previous SSQP Funding **NOT included in this contract**
- **$50,000** Estimated Regional Water Board in-kind contribution **NOT included in this contract**
- **$140,000** Confluence Grant (Contribution from Regional San and Sacramento County Parks) **included in this contract**
- **$10,000** SSQP Funding **included in this contract**

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8/30/19
August 12, 2019

Lisa Moretti  
City of Sacramento – Dept. of Utilities  
1395 35th Street  
Sacramento, CA 95822

Subject: Confluence Funding Approval for the Lower American River Fecal Indicator Bacterial Study during the 2019 and 2020 Dry Seasons

Dear Ms. Moretti:

Regional San has received the Confluence Funding Request Application (application) with an estimated project budget attached, submitted by the City of Sacramento, dated August 9, 2019. The application requests funding to collect and analyze water samples from Paradise Beach to Sutter's Landing to investigate sources and levels of fecal indicator bacteria along the Lower American River during the 2019 and 2020 dry seasons.

The study is being funded by the Sacramento Stormwater Quality Partnership, Sacramento County Regional Parks, Sacramento Area Sewer District (SASD) and Regional San, with in-kind contributions from the Central Valley Regional Water Quality Control Board for analyzing the samples.

Your funding request, as described in your application, workplans, and est. budget, is approved and will be funded not to exceed $140,000, which are equal contributions of $70,000 on behalf of Sacramento County Regional Parks and a combined $70,000 on behalf of Regional San and SASD.

The City of Sacramento must meet the following conditions to receive this funding:

1. Provide Regional San with receipts or invoices confirming payment for the items in the estimated budget, attached to the Confluence Program Application dated August 9, 2019.
2. Provide Regional San with electronic photos of the sampling locations and sampling activities. The photos can be included in the progress and final reports described below.
3. Submit to Regional San a brief progress report, due by June 30, 2020, describing the sampling work that has occurred. Please include photos. This progress report is needed for Regional San staff to prepare an annual report to its Board of Directors.
4. Submit to Regional San a brief final report on the sampling activities performed within 60 days of completion of the project. Please include photos.
5. Submit to Regional San the final report of the study results.
6. Regional San reserves the right to confirm the funding is used for the approved purposes.

Please provide the information requested above to Nanette Bailey. If you have any questions regarding this funding approval, please contact Nanette Bailey at (916) 876-4003 or baileyn@sacsewer.com.

Sincerely,

Prabhakar Somavarapu  
District Engineer

www.regionalsan.com