

STANDARD AGREEMENT

ATTACHMENT A

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Alpha Analytical Laboratories, Inc. ("Contractor") to provide Laboratory Services as set forth in Exhibit A to this Agreement.
2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: **07/01/2025** Terminates on: **06/30/2030**
3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 1,486,133.00
4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.
 - (a) Exhibit A – Statement of Work
 - (b) Exhibit B – Insurance
 - (c) Exhibit C – General Terms and Conditions
 - (d) Exhibit D – Goods and Services Special Terms & Conditions
 - (e) Exhibit E – Compensation Schedule
 - (f) Exhibit F – Timeline
 - (g) Exhibit G – Discrimination and Harassment Policy (HR-15)
 - (h) Exhibit H – Bid Documents

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Alpha Analytical Laboratories, Inc.

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Rachel Kaua
Authorized Signature

03-12-2025
Date

Rachel Kaua Director of Operations

Printed Name and Title of Person Signing

9090 Union Park Way, Suite 113 Elk Grove, CA 95624

Address

CITY OF STOCKTON

Steve Colangelo, Interim City Manager

Date

ATTEST:

Katherine Roland CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Lori M. Asuncion, City Attorney

BY:

EXHIBIT A STATEMENT OF WORK

1. Project Objectives

The overall objective of the project is to provide laboratory testing services for routine wastewater final effluent in accordance with the City's National Pollution Discharge Elimination System (NPDES) Permit; hazardous material characterization testing; annual priority pollutants testing; and drinking water analysis in accordance with Title 22 regulations as described in full in the Specifications (PUR 25-022)

2. Project Scope

- 2.1 Services supplied under this contract consist, in general, of:
- Monthly testing for National Pollution Discharge Elimination System (NPDES) Permit final effluent for wastewater;
 - Annual Priority Pollutant testing for Wastewater, including influent, effluent, and biosolids, according to the NPDES permit requirements; and
 - Hazardous Waste Characterization; and
 - Title 22 Analysis for Drinking Water; and
 - Industrial Waste and Wastewater Hauler Testing
- 2.2 Contractor shall provide all labor, tools and supplies necessary to complete the requirements of these contracts. The lab tests and estimated quantities listed in Section 2.1 of the bid specifications represent the best known information available. The actual tests required and the quantity may vary. Any additional testing services required by the City will be agreed upon by both parties prior to proceeding with the additional work.
- 2.3 These tasks are reflective of those required by current regulations and permits. Any changes to the testing and reporting criteria due to regulatory or permit changes may result in changes to these tasks. Any changes to the tasks will be with the consent of both parties.
- 2.4 Documentation of the State of California Environmental Laboratory Accreditation Program (ELAP) Certification is required in the form of a copy of the ELAP Permit for the contract laboratory and each subcontract laboratory used. The contract laboratory and all subcontractors must submit the current ELAP/NELAP/TNI certification with approved analysis.
- 2.5 As part of a Quality Assurance Program conducted by the US EPA and the State of California, all major permittees under NPDES Permits, including the City of Stockton, must participate in performance evaluation studies. Contract laboratories must also participate in these studies. Any performance evaluation rating, if not acceptable for the analyses of these samples by the contract laboratory, may invalidate the remainder of the contract. It will also prohibit bids on

- future contracts until the matter is resolved to the satisfaction of all regulatory authorities.
- 2.6 Normal turn-around time must be 10 business days. In addition, provide incremental surcharge for 24-hour, 48-hour and 5-day turnaround time for each analysis (Section 2.1).
 - 2.7 Pick-up schedule at City location will be at a minimum of twice a week, unless specified otherwise below. Pick-ups may occasionally be needed on Fridays or weekends, if necessary.
 - 2.8 The mailing or shipping of samples from Stockton to a contract laboratory is not acceptable. The Contractor must provide for courier service to transport samples on the same day they are sampled directly from the Regional Water Control Facility to the laboratory performing the analyses. Resampling resulting from Holding time exceedance because of courier delay is not acceptable.
 - 2.9 Any shipping costs will be the contractor lab's responsibility.
 - 2.10 The contractor lab and/or subcontractors will supply all bottles/containers/ chain of custody (COC) for test analysis.
 - 2.11 All data and reports will be transferred via email and electronic data download (EDD) formatted to allow for data transfer to various reporting databases. At a minimum the data shall be transferred in csv format. All information from COC will be transferred verbatim.
 - 2.12 The contractor lab should be prepared to provide preliminary report numbers upon request.
 - 2.13 The City of Stockton reserves the right to send samples to other analytical laboratories as deemed necessary.
 - 2.14 The contractor shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY. In no event shall subcontract work exceed 10% of the contract amount, excluding specialized services.
 - 2.15 The contract laboratory and all subcontractors must submit the current ELAP/NELAP certification with approved analysis.

3. Specifications

WASTEWATER ANALYTICAL LABORATORY REQUIREMENTS

1. All wastewater testing criteria, including but not limited to Maximum Reporting Level, Minimum (or Reporting) Levels, and Method Detection Limits are as stated in Attachment E of the City's NPDES Permit, attached to this bid as Attachment A.
2. Bidder/contractor lab must establish calibration standards so that the lowest calibration standard is less than or equal to the Minimum Limit (ML).
3. A copy of an actual report that includes MDLs and RLs for all constituents must be submitted.

4. The analytical results page must contain at a minimum, the following information:
 - 1) Project name/title (provided by the City on the Chain-of-Custody form)
 - 2) Sample ID or location codes
 - 3) Sample collection date and time
 - 4) Parameter or analyte name and method number
 - 5) Method detection limit (MDL)
 - 6) Reporting limit (RL)
 - 7) Preparation date, time, batch ID and analyst ID
 - 8) Analysis date, time, batch ID and analyst ID
 - 9) Indication if result is >MDL and <RL by a qualifier (J or DNQ flag) or Comment
 - 10) Quality control (QC) data shall include both MDLs and RLs for all blank QC samples reported.
5. All analyses must be completed within hold times required under 40 CFR Part 136 for wastewater.

HAZARDOUS WASTE CHARACTERIZATION ANALYTICAL LABORATORY REQUIREMENTS

1. All wastewater testing criteria, including but not limited to Maximum Reporting Level, Minimum (or Reporting) Levels, and Method Detection Limits are as stated in Attachment E of the City's NPDES Permit, attached to this bid as Attachment A.
2. Bidder/contractor lab must establish calibration standards so that the lowest calibration standard is less than or equal to the Minimum Limit (ML).
3. A copy of an actual report that includes MDLs and RLs for all constituents must be submitted.
4. The analytical results page must contain at a minimum, the following information:
 - 1) Project name/title (provided by the City on the Chain-of-Custody form)
 - 2) Sample ID or location codes
 - 3) Sample collection date and time
 - 4) Parameter or analyte name and method number
 - 5) Method detection limit (MDL)

- 6) Reporting limit (RL)
- 7) Preparation date, time, batch ID and analyst ID
- 8) Analysis date, time, batch ID and analyst ID
- 9) Indication if result is >MDL and <RL by a qualifier (J or DNQ flag) or Comment
- 10) Quality control (QC) data shall include both MDLs and RLs for all blank QC samples reported.

DRINKING WATER LABORATORY REQUIREMENTS

1. Drinking water reporting shall comply with the State's requirements.
2. Bidder/contractor lab must establish calibration standards so that the lowest calibration standard is less than or equal to the State required Detection Limit for Reporting (DLR).
3. The analytical report must contain at a minimum, the following information:
 - 1) Project name/title (provided by the City on the Chain-of-Custody form)
 - 2) Sample ID or location codes
 - 3) Sample collection date and time
 - 4) Parameter or analyte name and method number
 - 5) Reporting limit (RL)
 - 6) Preparation date, time, batch ID and analyst ID
 - 7) Analysis date, time, batch ID and analyst ID
4. All analyses must be performed within the requirements of 40 CFR Part 141 for water, including hold times.
5. Data must be submitted electronically to the State's Write-On database by the 10th of each subsequent month.
6. Primary Maximum Contaminant Level Exceedances shall be reported directly to City Laboratory staff immediately. E-mails, voice messages, or any other communication other than direct contact will not be accepted as sufficient notification.

INDUSTRIAL WASTE TESTING REQUIREMENTS

1. Electronic analytical results reporting and invoicing by email to individual EC staff as specified on each chain of custody form. Sample results, QA/QC, and invoice must be submitted together.
2. Scheduled courier sample pick-up at MUD is required at a minimum of twice

per week (Tuesdays and Thursdays) between 2:30 and 4:00 pm. Additional pick-up days must be accommodated due to special, unexpected sampling events. The courier must be available to pick up samples at MUD any day of the week, at a minimum Monday through Friday, and possibly some weekends.

3. Certified and pre-preserved sample containers delivered to Environmental Control on an as-needed basis for all sampling parameters listed below.
4. All EPA 8015M (TPH - Full Scan, including Diesel, Hydraulic Oil, Kerosene, Mineral Oil, and Motor Oil) sample results must include chromatographs.
5. All samples must be analyzed using EPA approved methods listed in 40 CFR 136, unless otherwise specified.

4. Major Deliverables

Analytical reports as outlined in Section 3 and the bid specifications.

5. Internal and External Standards and Guidelines

In accordance with State regulations and testing methods.

6. Criteria of Acceptance for Deliverables

City Laboratory staff will accept reports.

7. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: Alpha Analytical Laboratories, Inc.
Attn: Rachel Kaua
9090 Union Park Way, Suite 113
Elk Grove, CA 95624

City: City of Stockton
Attn: City Manager
425 N. El Dorado Street
Stockton, CA 95202

8. Option to Renew.

Not applicable.

Exhibit B:
Insurance Requirements
(Professional Services)

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
- 4. Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies

regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by

this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main St, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor

and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. **Contractor's Status.**

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that all Subcontractors must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Subcontractors personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be

confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. Records and Audits. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that

final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. Waiver. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. No Personal Liability. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political

affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. 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 such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement

as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

11. Applicable Laws

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is \$1,486,133.00 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City’s needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

4. **Additional Fees.** Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Title	Unit Price
	\$

5. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Municipal Utilities Department
Attention: Program Manager III - Wastewater
2500 Navy Drive
Stockton, CA 95206

EXHIBIT F
TIMELINE

INTENTIONALLY LEFT BLANK

EXHIBIT G – DISCRIMINATION AND HARASSMENT POLICY (HR-15)

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 1 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/96, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

I. PURPOSE

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

II. POLICY

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

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PER-016 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
 2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
 3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
 2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
 3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
- C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made a term or condition of employment; or
 2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.

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Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 6 of 14
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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

- i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment
 - a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
 - b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
 - c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.
2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment
- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
 - b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
 - c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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- d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.
- B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.
- C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.
- V. INVESTIGATION PROCEDURES
- A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.
2. Confirm the name and position of the complainant. Interview the complainant.
3. Allow the complainant the opportunity to place the complaint in writing.
4. Obtain the identity of the alleged harasser(s).
5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
7. Ascertain if any threats or promises were made in connection with the alleged harassment.
8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
9. Ascertain whether the complainant has spoken to anyone, especially

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supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.
11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
15. Conduct follow-up interviews, if warranted.
16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

- A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

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make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
 1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
 2. Unfounded: The investigation proved that the act(s) or omission(s)

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complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.
 - E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.
 - F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.*), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

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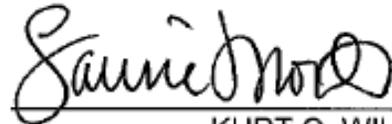
PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:



KURT O. WILSON
CITY MANAGER

ATTACHMENT E – MONITORING AND REPORTING PROGRAM

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ATTACHMENT E – MONITORING AND REPORTING PROGRAM (MRP)

The Code of Federal Regulations (40 C.F.R. section 122.48) requires that all NPDES permits specify monitoring and reporting requirements. Water Code sections 13267 and 13383 also authorize the Central Valley Water Board to require technical and monitoring reports. This MRP establishes monitoring and reporting requirements that implement federal and California regulations.

I. GENERAL MONITORING PROVISIONS

- A.** Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be taken at the monitoring locations specified below and, unless otherwise specified, before the monitored flow joins or is diluted by any other waste stream, body of water, or substance. Monitoring locations shall not be changed without notification to and the approval of the Central Valley Water Board.
- B.** Final effluent samples shall be taken downstream of the last addition of wastes to the treatment or discharge works where a representative sample may be obtained prior to mixing with the receiving waters. Samples shall be collected at such a point and in such a manner to ensure a representative sample of the discharge.
- C.** Chemical, bacteriological, and bioassay analyses of any material required by this Order shall be conducted by a laboratory accredited for such analyses by the State Water Resources Control Board (State Water Board), Division of Drinking Water (DDW; formerly the Department of Public Health), in accordance with the provision of Water Code section 13176. Laboratories that perform sample analyses must be identified in all monitoring reports submitted to the Central Valley Water Board. Data generated from field measurements such as pH, dissolved oxygen (DO), electrical conductivity (EC), turbidity, temperature, and residual chlorine, are exempt pursuant to Water Code Section 13176. A manual containing the steps followed in this program for any field measurements such as pH, DO, EC, turbidity, temperature, and residual chlorine must be kept onsite in the treatment facility laboratory and shall be available for inspection by Central Valley Water Board staff. The Discharger must demonstrate sufficient capability (qualified and trained employees, properly calibrated and maintained field instruments, etc.) to adequately perform these field measurements. The Quality Assurance-Quality Control Program must conform to U.S. EPA guidelines or to procedures approved by the Central Valley Water Board.
- D.** Appropriate flow measurement devices and methods consistent with accepted scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. All monitoring instruments and devices used by the Discharger to fulfill the prescribed monitoring program shall be properly maintained and calibrated as necessary, at least yearly, to ensure their

continued accuracy. All flow measurement devices shall be calibrated at least once per year to ensure continued accuracy of the devices.

- E.** Monitoring results, including noncompliance, shall be reported at intervals and in a manner specified in this Monitoring and Reporting Program.
- F.** Laboratory analytical methods shall be sufficiently sensitive in accordance with the Sufficiently Sensitive Methods Rule (SSM Rule) specified under 40 C.F.R. 122.21(e)(3) and 122.44(i)(1)(iv). A U.S. EPA-approved analytical method is sufficiently sensitive for a pollutant/parameter where:
 - 1. The method minimum level (ML) is at or below the applicable water quality objective for the receiving water, or;
 - 2. The method ML is above the applicable water quality objective for the receiving water but the amount of the pollutant/parameter in the discharge is high enough that the method detects and quantifies the level of the pollutant/parameter, or;
 - 3. the method ML is above the applicable water quality objective for the receiving water, but the ML is the lowest of the 40 C.F.R. 136 U.S. EPA-approved analytical methods for the pollutant/parameter.
- G.** The Discharger shall ensure that the results of the Discharge Monitoring Report-Quality Assurance (DMR-QA) Study or the most recent Water Pollution Performance Evaluation Study are submitted annually to the State Water Resources Control Board at the following address:

State Water Resources Control Board
Quality Assurance Program Officer
Office of Information Management and Analysis
1001 I Street, Sacramento, CA 95814
- H.** The Discharger shall file with the Central Valley Water Board technical reports on self-monitoring performed according to the detailed specifications contained in this Monitoring and Reporting Program.
- I.** The results of all monitoring required by this Order shall be reported to the Central Valley Water Board and shall be submitted in such a format as to allow direct comparison with the limitations and requirements of this Order. Unless otherwise specified, discharge flows shall be reported in terms of the monthly average and the daily maximum discharge flows.

II. MONITORING LOCATIONS

The Discharger shall establish the following monitoring locations to demonstrate compliance with the effluent limitations, discharge specifications, and other requirements in this Order:

Table E-1. Monitoring Station Locations

Discharge Point Name	Monitoring Location Name	Monitoring Location Description
--	INF-001	A location where a representative sample of the influent into the Facility can be collected prior to any plant return flows or treatment processes.
001A	EFF-001A	A location where a representative sample of the effluent from the Facility can be collected from the last connection through which wastes can be admitted to the outfall at Discharge Point 001A.
001B	EFF-001B	A location where a representative sample of the effluent from the Facility can be collected from the last connection through which wastes can be admitted to the outfall at Discharge Point 001B.
--	RSW-001	San Joaquin River, at Bowman Road, approximately located at 37° 57' 51" N and 121°19' 24" W.
--	RSW-002	San Joaquin River approximately 0.5 mile south of DIS-001A or DIS-001B, whichever discharge location is in use at the time the receiving water samples are collected.
--	RSW-002A	San Joaquin River, approximately 0.5 mile north of DIS-001A or DIS-001B, whichever discharge location is in use at the time the receiving water samples are collected.
--	RSW-003	San Joaquin River, at Deep Water Channel, approximately located at 37° 57' 01" N and 121° 20' 09" W.
--	RGW-001	Monitoring Wells MW-7 and MW-10.
--	UVS-001	A location where a representative sample of wastewater can be collected immediately downstream of the ultraviolet light (UV) disinfection system.
--	FIL-001	A location where a representative sample of the effluent from the tertiary filtration system can be collected prior to the disinfection system.
--	BIO-001	A location where a representative sample of biosolids can be obtained prior to removal from the Facility.
--	PND-123C	A location where a representative composite sample of the treatment ponds' wastewater can be obtained.
--	SPL-001	A location where a representative sample of the municipal water supply can be obtained.

The North latitude and West longitude information in Table E-1 are approximate for administrative purposes.

III. INFLUENT MONITORING REQUIREMENTS

A. Monitoring Location INF-001

1. The Discharger shall monitor influent to the Facility at Monitoring Location INF-001 in accordance with Table E-2 and the testing requirements described in section III.A.2 below:

Table E-2. Influent Monitoring

Parameter	Units	Sample Type	Minimum Sampling Frequency
Flow	MGD	Meter	Continuous
pH	standard units	Grab	Continuous
Carbonaceous Biochemical Oxygen Demand (CBOD ₅) (5-day @ 20°Celcius)	mg/L	24-hour Composite	1/Week
Total Suspended Solids	mg/L	24-hour Composite	1/Week
Electrical Conductivity @ 25°Celcius	µmhos/cm	Grab	1/Month
Total Dissolved Solids	mg/L	Grab	1/Month

2. **Table E-2 Testing Requirements.** The Discharger shall comply with the following testing requirements when monitoring for the parameters described in Table E-2:
 - a. **Applicable to all parameters.** Pollutants shall be analyzed using the analytical methods described in 40 CFR part 136; or by methods approved by the Central Valley Water Board or the State Water Board. In addition, if requested by the Discharger, the sample type may be modified by the Executive Officer to another 40 CFR part 136 allowed sample type.
 - b. Grab samples shall not be collected at the same time each day to get a complete representation of variations in the influent.
 - c. Composite samples shall be collected from a 24-hour flow proportional composite.
 - d. **pH.** Monitoring may be ceased for up to 30 minutes each day for cleaning and calibration of probes.

IV. EFFLUENT MONITORING REQUIREMENTS

A. Monitoring Locations EFF-001A and EFF-001B

1. The Discharger shall monitor tertiary treated effluent at Monitoring Location EFF-001A or EFF-001B, depending on whichever discharge location is in use

at the time, in accordance with Table E-3 and the testing requirements described in section IV.A.2 below:

Table E-3. Effluent Monitoring

Pollutant Parameter	Units	Sample Type	Minimum Sampling Frequency
Flow	MGD	Meter	Continuous
Carbonaceous Biochemical Oxygen Demand (CBOD ₅) 5-day @ 20°Celcius	mg/L	24-hour Composite	3/Week
pH	standard units	Meter	Continuous
Total Suspended Solids (TSS)	mg/L	24-hour Composite	3/Week
Bromoform	µg/L	Grab	1/Month
Chlorodibromomethane	µg/L	Grab	1/Month
Dichlorobromomethane	µg/L	Grab	1/Month
Mercury, Total Recoverable	ng/L	Grab	1/Quarter
Ammonia Nitrogen, Total (as N)	mg/L	24-hr Composite	3/Week
Ammonia Nitrogen, Total (as N)	lbs/day	Calculate	3/Week
Chlorine, Total Residual	mg/L	Meter	Continuous
Chlorpyrifos	µg/L	Grab	1/Year
Diazinon	µg/L	Grab	1/Year
Dissolved Organic Carbon	mg/L	Grab	1/Month
Dissolved Oxygen	mg/L	Grab	3/Week
Electrical Conductivity @ 25°Celcius	µmhos/cm	Grab	1/Week
Hardness, Total (as CaCO ₃)	mg/L	Grab	1/Month
Methylmercury	ng/L	Grab	1/Quarter
Nitrate Nitrogen, Total (as N)	mg/L	24-hr Composite	1/Week
Nitrite Nitrogen, Total (as N)	mg/L	24-hr Composite	1/Week
Nitrate Plus Nitrite, Total (as N)	mg/L	Calculate	1/Week
Sulfur Dioxide or Sodium Bisulfite	mg/L	Meter	Continuous
Temperature	°F	Meter	Continuous
Total Coliform Organisms	MPN/100 mL	Grab	3/Week
Total Dissolved Solids	mg/L	Grab	1/Month
Turbidity	NTU	Meter	Continuous

- Table E-3 Testing Requirements.** The Discharger shall comply with the following testing requirements when monitoring for the parameters described in Table E-3:

- a. **Applicable to all parameters.** Pollutants shall be analyzed using the analytical methods described in 40 CFR part 136 or by methods approved by the Central Valley Water Board or the State Water Board. In addition, if requested by the Discharger, the sample type may be modified by the Executive Officer to another 40 CFR part 136 allowed sample type.
- b. **24-hour composite samples** shall be collected from a 24-hour flow proportional composite.
- c. **Temperature** and **pH** shall be recorded at the time of **ammonia** sample collection.
- d. **Ammonia.** Ammonia samples shall be collected concurrently with whole effluent toxicity monitoring.
- e. **Total Residual Chlorine** must be monitored using an analytical method that is sufficiently sensitive to measure at the permitted level of 0.01 mg/L.
- f. **pH.** Monitoring for pH may be ceased for up to 30 minutes each day for cleaning and calibration of probes.
- g. Unfiltered **methyl mercury** and **total mercury** samples shall be taken using clean hands/dirty hands procedures, as described in U.S. EPA method 1669: Sampling Ambient Water for Trace Metals at EPA Water Quality Criteria Levels, for collection of equipment blanks (section 9.4.4.2). The analysis of methyl mercury and total mercury shall be by U.S. EPA method 1630 and 1631 (Revision E), respectively, with a **reporting limit of 0.05 ng/L for methyl mercury and 0.5 ng/L for total mercury.**
- h. Samples for **total coliform organisms** may be collected at any point following disinfection.
- i. **Priority Pollutants.** For all priority pollutant constituents listed in Table E-3, the reporting level shall be consistent with sections 2.4.2 and 2.4.3 of the Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California.
- j. **Chlorpyrifos and Diazinon** shall be sampled using U.S. EPA Method 625M, Method 8141, or equivalent GC/MS method with a lower Reporting Limit than the Basin Plan Water Quality Objectives of 0.015 µg/L and 0.1 µg/L for chlorpyrifos and diazinon, respectively.
- k. When discharging from Discharge Point No. 001B, monitoring for **chlorine, total residual, and sulfur dioxide/sodium bisulfite** is not required.

- I. When discharging at Discharge Point 001A, **turbidity** shall be monitored at EFF-001A. When discharging at Discharge Point 001B, **turbidity** shall be monitored at FIL-001.

- m. Monitoring for **Dissolved Organic Carbon** is only required after completion of the Facility Modifications Project.

V. WHOLE EFFLUENT TOXICITY TESTING REQUIREMENTS

A. Acute Toxicity Testing. The Discharger shall conduct acute toxicity testing to determine whether the effluent is contributing acute toxicity to the receiving water. The Discharger shall meet the acute toxicity testing requirement:

- 1. **Monitoring Frequency** – The Discharger shall perform **quarterly** acute toxicity testing, concurrent with effluent ammonia sampling.

- 2. **Sample Types** – The Discharger may use flow-through or static renewal testing. For static renewal testing, the samples shall be flow proportional 24-hour composites and shall be representative of the volume and quality of the discharge. The effluent samples shall be taken at Monitoring Location EFF-001A or EFF-001B, depending on whichever discharge location is in use at the time.

- 3. **Test Species** – Test species shall be rainbow trout (*Oncorhynchus mykiss*).

- 4. **Methods** – The acute toxicity testing samples shall be analyzed using EPA-821-R-02-012, Fifth Edition. Temperature, total residual chlorine, and pH shall be recorded at the time of sample collection. No pH adjustment may be made unless approved by the Executive Officer.

- 5. **Test Failure** – If an acute toxicity test does not meet all test acceptability criteria, as specified in the test method, the Discharger must re-sample and re-test as soon as possible, not to exceed 7 days following notification of test failure.

B. Chronic Toxicity Testing. The Discharger shall meet the chronic toxicity testing requirements:

- 1. **Monitoring Frequency** – The Discharger shall perform **routine quarterly** chronic toxicity testing. Effective immediately and until 31 March 2025, the routine quarterly chronic toxicity testing shall only be conducted once during the first quarter and once during the fourth quarter. For the second and third quarterly self-monitoring reports, the Discharger shall submit a monitoring report stating that chronic toxicity monitoring is not required. If the result of the routine chronic toxicity testing event exhibits toxicity, demonstrated by a result greater than 1.3 chronic toxicity units (TUc) (as 100/EC25) AND a percent effect greater than 25 percent at 100 percent effluent, the Discharger has the option of conducting two additional compliance monitoring events and performing chronic toxicity testing using the species that exhibited toxicity in

order to calculate a median. The optional compliance monitoring events shall occur at least 1 week apart and the final monitoring event shall be initiated no later than 6 weeks from the routine monitoring event that exhibited toxicity.

2. **Sample Types** – Effluent samples shall be flow proportional 24-hour composites and shall be representative of the volume and quality of the discharge. The effluent samples shall be taken at Monitoring Location EFF-001A or EFF-001B, depending on whichever discharge location is in use at the time. The receiving water control shall be a grab sample obtained from Monitoring Location RSW-001, as identified in this MRP.
3. **Sample Volumes** – Adequate sample volumes shall be collected to provide renewal water to complete the test in the event that the discharge is intermittent.
4. **Test Species** – The testing shall be conducted using the most sensitive species. The Discharger shall conduct chronic toxicity tests with *Ceriodaphnia dubia*, unless otherwise specified in writing by the Executive Officer.
5. **Methods** – The presence of chronic toxicity shall be estimated as specified in Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms, Fourth Edition, EPA/821-R-02-013, October 2002 (Method Manual).
6. **Reference Toxicant** – As required by the *Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California* (State Implementation Policy or SIP), all chronic toxicity tests shall be conducted with concurrent testing with a reference toxicant and shall be reported with the chronic toxicity test results.
7. **Dilutions** – For routine and compliance chronic toxicity monitoring, the chronic toxicity testing shall be performed using the dilution series identified in Table E-4, below. For Toxicity Reduction Evaluation (TRE) monitoring, the chronic toxicity testing shall be performed using the dilution series identified in Table E-4, below, unless an alternative dilution series is detailed in the submitted TRE Action Plan. A receiving water control or laboratory water control may be used as the diluent.

Table E-4. Chronic Toxicity Testing Dilution Series

Samples	Dilution%	Dilution%	Dilution%	Dilution%	Dilution%	Controls
% Effluent	100	75	50	25	6.25	0
% Control Water	0	25	50	75	93.7	100

8. **Test Failure** – The Discharger must re-sample and re-test as soon as possible, but no later than fourteen (14) days after receiving notification of a test failure. A test failure is defined as follows:
 - a. The reference toxicant test or the effluent test does not meet all test acceptability criteria as specified in the Method Manual, and its subsequent amendments or revisions; or
 - b. The percent minimum significant difference (PMSD) measured for the test exceeds the upper PMSD bound variability criterion in the Method Manual.

- C. **WET Testing Notification Requirements.** The Discharger shall notify the Central Valley Water Board within 24 hours after the receipt of test results exceeding the interim chronic toxicity effluent limitation established in section IV.A.2.a of the Order or the chronic toxicity effluent numeric trigger established in section VI.C.2.a.i of the Order, or an exceedance of the acute toxicity effluent limitation established in section IV.A.1.c of the Order.

- D. **WET Testing Reporting Requirements.** All toxicity test reports shall include the contracting laboratory's complete report provided to the Discharger and shall be in accordance with the appropriate "Report Preparation and Test Review" sections of the method manuals. At a minimum, WET monitoring shall be reported as follows:
 1. **Chronic WET Reporting.** Routing and compliance chronic toxicity monitoring results shall be reported to the Central Valley Water Board with the quarterly self-monitoring report, and shall contain, at minimum:
 - a. The results expressed in TUC, measured as 100/NOEC, and also measured as 100/LC50, 100/EC25, 100/IC25, and 100/IC50, as appropriate.
 - b. The statistical methods used to calculate endpoints;
 - c. The statistical output page, which includes the calculation of the percent minimum significant difference (PMSD);
 - d. The dates of sample collection and initiation of each toxicity test; and
 - e. The results compared to the numeric toxicity monitoring trigger.

Additionally, the monthly SMR's shall contain an updated chronology of chronic toxicity test results expressed in TUC, and organized by test species, type of test (survival, growth or reproduction), and monitoring type, i.e., routine, compliance, Toxicity Evaluation Study (TES), or TRE monitoring.

2. **Acute WET Reporting.** Acute toxicity test results shall be submitted with the quarterly SMR's and reported as percent survival.
 3. **TRE Reporting.** Reports for TREs shall be submitted in accordance with the schedule contained in the Discharger's approved TRE Workplan, or as amended by the Discharger's TRE Action Plan.
 4. **Quality Assurance (QA).** The Discharger must provide the following information for QA purposes:
 - a. Results of the applicable reference toxicant data with the statistical output page giving the species, NOEC, LOEC, type of toxicant, dilution water used, concentrations used, PMSD, and dates tested.
 - b. The reference toxicant control charts for each endpoint, which include summaries of reference toxicant tests performed by the contracting laboratory.
 - c. Any information on deviations or problems encountered and how they were dealt with.
- E. Most Sensitive Species Screening.** The Discharger is in the process of completing Facility upgrades that may impact the nature of the discharge. Upon completion of the Facility Modifications Project, the Discharger shall perform re-screening to re-evaluate the most sensitive species.
1. **Frequency of Testing for Species Sensitivity Screening.** Species sensitivity screening for chronic toxicity shall include, at a minimum, chronic WET testing results from four consecutive samples using the water flea (*Ceriodaphnia dubia*), fathead minnow (*Pimephales promelas*), and green alga (*Pseudokirchneriella subcapitata*). The tests shall be performed using 100 percent effluent and one control. If the first two species sensitivity re-screening events result in no change in the most sensitive species, the Discharger may cease the species sensitivity re-screening testing and the most sensitive species will remain unchanged.
 2. **Determination of Most Sensitive Species.** If a single test in the species sensitivity screening testing exceeds 1 TUc (as 100/NOEC), then the species used in that test shall be established as the most sensitive species. If there is more than a single test that exceeds 1 TUc (as 100/NOEC), then the species exceeding 1 TUc (as 100/NOEC) that exhibits the highest percent effect shall be established as the most sensitive species. If none of the tests in the species sensitivity screening exceeds 1 TUc (as 100/NOEC), but at least one of the species exhibits a percent effect greater than 10 percent, then the single species that exhibits the highest percent effect shall be established as the most sensitive species. In all other circumstances, the Executive Officer shall have

discretion to determine which single species is the most sensitive considering the test results from the species sensitivity screening.

VI. LAND DISCHARGE MONITORING REQUIREMENTS – NOT APPLICABLE

VII. RECYCLING MONITORING REQUIREMENTS – NOT APPLICABLE

VIII. RECEIVING WATER MONITORING REQUIREMENTS

The Discharger is required to participate in the Delta Regional Monitoring Program.¹ Delta Regional Monitoring Program data is not intended to be used directly to represent either upstream or downstream water quality for purposes of determining compliance with this Order. Delta Regional Monitoring Program monitoring stations are established generally as “integrator sites” to evaluate the combined impacts on water quality of multiple discharges into the Delta; Delta Regional Monitoring Program monitoring stations would not normally be able to identify the source of any specific constituent but would be used to identify water quality issues needing further evaluation. Delta Regional Monitoring Program monitoring data, along with the individual Discharger data, may be used to help establish background receiving water quality for reasonable potential analyses (RPA’s) in an NPDES permit after evaluation of the applicability of the data for that purpose. Delta Regional Monitoring Program data, as with all environmental monitoring data, can provide an assessment of water quality at a specific place and time that can be used in conjunction with other information, such as other receiving water monitoring data, spatial and temporal distribution and trends of receiving water data, effluent data from the Discharger’s discharge and other point and non-point source discharges, receiving water flow volume, speed and direction, and other information to determine the likely source or sources of a constituent that resulted in the exceedance of a water quality objective.

A. Monitoring Locations RSW-001 and RSW-003

1. The Discharger shall monitor the San Joaquin River at Monitoring Locations RSW-001 and RSW-003 in accordance with Table E-5 and the testing requirements described in section A.2 below:

¹ While participating in the Delta Regional Monitoring Program, the Discharger shall continue to submit receiving water data for temperature. At a minimum, one representative upstream receiving water temperature sample shall be submitted annually for the month of January. The temperature data shall be submitted in the January SMR and will be used to determine compliance with the temperature effluent limitation. Temperature data may be collected by the Discharger for this purpose or the Discharger may submit representative temperature data from the Delta RMP or other appropriate monitoring programs (e.g., Department of Water Resources, United States Geological Survey, etc.)

Table E-5. Receiving Water Monitoring Requirements

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
pH	standard units	Grab	1/Month	(see requirement 2.a. below)
Dissolved Oxygen	mg/L	Grab	1/Month	(see requirement 2.a. below)
Electrical Conductivity @ 25°C	µmhos/cm	Grab	1/Month	(see requirement 2.a. below)
Ammonia Nitrogen, Total (as N)	mg/L	Grab	1/Month	(see requirement 2.a., 2b., and 2.c. below)
Hardness, Total (as CaCO3)	mg/L	Grab	1/Month	(see requirement 2.a. below)
Temperature	°F	Grab	1/Month	(see requirement 2.a. below)
Turbidity	NTU	Grab	1/Month	(see requirement 2.a. below)

2. **Table E-5 Testing Requirements.** The Discharger shall comply with the following testing requirements when monitoring for the parameters described in Table E-5:
 - a. Pollutants shall be analyzed using the analytical methods described in 40 C.F.R. part 136 or by methods requested by the Discharger that have been approved by the Central Valley Water Board or the State Water Board. In addition, if requested by the Discharger, the sample type may be modified by the Executive Officer to another 40 CFR Part 136 allowed sample type.
 - b. pH and temperature shall be recorded at the time of ammonia sample collection.
 - c. The RL shall be at or below 0.5 mg/L.

B. Monitoring Locations RSW-002 and RSW-002A

1. The Discharger shall monitor the San Joaquin River at Monitoring Locations RSW-002 and RSW-002A in accordance with Table E-6 and the testing requirements described in section B.2 below as follows:

Table E-6. Receiving Water Monitoring Requirements

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
pH	standard units	Grab	1/Month	(see requirement 2.a. below)
Dissolved Oxygen	mg/L	Grab	1/Month	(see requirement 2.a. below)
Electrical Conductivity @ 25°C	µmhos/cm	Grab	1/Month	(see requirement 2.a. below)
Ammonia Nitrogen, Total (as N)	mg/L	Grab	1/Month	(see requirement 2.a., 2b., and 2.c. below)
Hardness, Total (as CaCO3)	mg/L	Grab	1/Month	(see requirement 2.a. below)
Temperature	°F	Grab	1/Month	(see requirement 2.a. below)
Turbidity	NTU	Grab	1/Month	(see requirement 2.a. below)

2. **Table E-6 Testing Requirements.** The Discharger shall comply with the following testing requirements when monitoring for the parameters described in Table E-6:
 - a. Pollutants shall be analyzed using the analytical methods described in 40 C.F.R. part 136 or by methods requested by the Discharger that have been approved by the Central Valley Water Board or the State Water Board. In addition, if requested by the Discharger, the sample type may be modified by the Executive Officer to another 40 CFR Part 136 allowed sample type.
 - b. pH and temperature shall be recorded at the time of ammonia sample collection.
 - c. The RL shall be at or below 0.5 mg/L.

C. Monitoring Location RGW-001

1. The Discharger shall conduct groundwater monitoring at RGW-001 and any new groundwater monitoring wells in accordance with Table E-7 and the testing requirements described in section C.2 below:

Table E-7. Groundwater Monitoring Requirements

Parameter	Units	Sample Type	Minimum Sampling Frequency
Depth to Groundwater	±0.01 feet	Measurement	2/Year
Groundwater Elevation	±0.01 feet	Calculated	2/Year
Gradient	feet/feet	Calculated	2/Year
Gradient Direction	degrees	Calculated	2/Year
Electrical Conductivity @ 25°C	µmhos/cm	Grab	2/Year
pH	standard units	Grab	2/Year
Nitrate Nitrogen, Total (as N)	mg/L	Grab	2/Year

2. **Table E-7 Testing Requirements.** The Discharger shall comply with the following testing requirements when monitoring for the parameters described in Table E-7:
 - a. **Prior to construction and/or beginning a sampling program** of any new groundwater monitoring wells, the Discharger shall submit plans and specifications to the Central Valley Water Board for approval. Once installed, all new wells shall be added to the monitoring network and shall be sampled and analyzed according to the schedule below. All samples shall be collected using U.S. EPA-approved methods. Water table elevations shall be calculated to determine groundwater gradient and direction of flow.
 - b. **Prior to sampling**, the groundwater elevations shall be measured and the wells shall be purged of at least three well volumes until temperature, pH, and electrical conductivity have stabilized. Depth to groundwater shall be measured to the nearest 0.01 feet. Groundwater monitoring at Monitoring Location RGW-001 shall include, at a minimum, the following:
 - c. **Groundwater elevation** shall be determined based on depth-to-water measurements from a surveyed measuring point elevation on the well. The groundwater elevation shall be used to calculate the direction and gradient of groundwater flow, which must be reported.
 - d. **Prior to removal of any groundwater monitoring wells**, the Discharger shall submit plans and specifications to the Central Valley Water Board for approval. A *Well Destruction Report* shall be submitted to the Central Valley Water Board that describes in detail the methods used to abandon monitoring wells in accordance with an approved *Groundwater Monitoring*

Well Condition Survey Report and Destruction Plan and includes copies of the well abandonment permits issued by the San Joaquin County Environmental Health Department.

- e. **Applicable to all parameters.** Pollutants shall be analyzed using the analytical methods described in 40 C.F.R. part 136 or by methods requested by the Discharger that have been approved by the Central Valley Water Board or the State Water Board. In addition, if requested by the Discharger, the sample type may be modified by the Executive Officer to another 40 CFR Part 136 allowed sample type.

IX. OTHER MONITORING REQUIREMENTS

A. Biosolids

1. Monitoring Location BIO-001

- a. A composite or grab sample of sludge shall be collected annually at Monitoring Location BIO-001 in accordance with EPA's POTW Sludge Sampling and Analysis Guidance Document, August 1989, and tested for priority pollutants (excluding asbestos).
- b. Biosolids monitoring shall be conducted using the methods in Test Methods for Evaluating Solid Waste: Physical/Chemical Methods (U.S. EPA publication SW 846), as required in 40 C.F.R. section 503.8(b)(4). All results must be reported on a 100 percent dry weight basis. Records of all analyses must state on each page of the laboratory report whether the results are expressed in "100 percent dry weight" or "as is."

B. Municipal Water Supply

- 1. **Monitoring Location SPL-001.** The Discharger shall monitor the municipal water supply at Monitoring Location SPL-001 as follows.

Table E-8. Municipal Water Supply Monitoring Requirements

Parameter	Units	Sample Type	Minimum Sampling
Total Dissolved Solids	mg/L	Grab	1/Year
Electrical Conductivity @ 25°Celcius	µmhos/cm	Grab	1/Year
Standard Minerals	mg/L	Grab	1/Year

- 2. **Table E-8 Testing Requirements.** The Discharger shall comply with the following testing requirements when monitoring for the parameters described in Table E-8:
 - a. **Applicable to all parameters.** Pollutants shall be analyzed using the analytical methods described in 40 C.F.R. part 136 or by methods requested by the Discharger that have been approved by the Central

Valley Water Board or the State Water Board. In addition, if requested by the Discharger, the sample type may be modified by the Executive Officer to another 40 CFR Part 136 allowed sample type.

- b. If the water supply is from more than one source, **electrical conductivity and total dissolved solids** shall be reported for each source.
- c. **Standard minerals** shall include the following: boron, calcium, iron, magnesium, potassium, sodium, chloride, manganese, phosphorus, total alkalinity (including alkalinity series), and hardness, and shall include verification that the analysis is complete (i.e., cation/anion balance).

C. Filtration System and Ultraviolet Light (UV) Disinfection System

- 1. **Monitoring Locations UVS-001 and FIL-001.** When discharging from Discharge Point No. 001B, the Discharger shall monitor the filtration system at Monitoring Location FIL-001 and the UV disinfection system at Monitoring Location UVS-001 in accordance with Table E-9 and the testing requirements described in section IX.C.2 below:

Table E-9. Filtration Monitoring and UV Disinfection System Monitoring Requirements

Parameter	Units	Sample Type	Monitoring Location	Minimum Sampling Frequency
Flow	(MGD)	Meter	UVS-001	Continuous
Turbidity	(NTU)	Meter	FIL-001	Continuous
Number of UV banks in operation	Number	Observation	N/A	Continuous
UV Transmittance	Percent (%)	Meter	UVS-001	Continuous
UV Dose	(mJ/cm ²)	Calculated	N/A	Continuous

- 2. **Table E-9 Testing Requirements.** The Discharger shall comply with the following testing requirements when monitoring for the parameters described in Table E-9:
 - a. **Applicable to all parameters.** Pollutants shall be analyzed using the analytical methods described in 40 CFR part 136; or by methods approved by the Central Valley Water Board or the State Water Board. In addition, if requested by the Discharger, the sample type may be modified by the Executive Officer to another 40 CFR part 136 allowed sample type.
 - b. **Continuous analyzers.** The Discharger shall report documented routine meter maintenance activities including date, time of day, and duration, in which the analyzer(s) is not in operation. If analyzer(s) fail to provide continuous monitoring for more than two hours and influent and/or effluent from the disinfection process is not diverted for retreatment, the Discharger shall obtain and report hourly manual and/or grab sample results. The Discharger shall not decrease power settings or reduce the

number of UV lamp banks in operation while the continuous analyzers are out of service and water is being disinfected.

- c. **Turbidity.** Report daily average and maximum turbidity.
- d. **UV Dose.** Report daily minimum hourly average UV dose and daily average UV dose. The minimum hourly average dose shall consist of lowest hourly average dose provided in any channel that had at least one bank of lamps operating during the hour interval. For channels that did not operate for the entire hour interval, the dose will be averaged based on the actual operation time.

D. Treatment Ponds

- 1. At a minimum, the Discharger shall monitor wastewater impounded in each Facility pond(s) at Monitoring Location PND-123C as required in Table E-10 and requirements a-c below, until the construction and commissioning of the Facility modifications are completed.
 - a. Monitoring required until completion of the Facility Modifications Project.
 - b. Pollutants shall be analyzed using the analytical methods described in 40 C.F.R. part 136 or by methods requested by the Discharger that have been approved by the Central Valley Water Board or the State Water Board. In addition, if requested by the Discharger, the sample type may be modified by the Executive Officer to another 40 CFR Part 136 allowed sample type.
 - c. Grab samples shall be collected from each pond at the specified sampling frequency and combined to create one composite sample.

Table E-10. Pond Monitoring

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Freeboard	feet	Measurement	1/Week	--
pH	standard units	Grab	1/Week	(see requirement b. above)
Dissolved Oxygen (see requirement c. above)	mg/L	Grab	1/Week	(see requirement b. above)
Electrical Conductivity @ 25°C	µmhos/cm	Grab	2/Year (see requirements a. and c. above)	(see requirement b. above)

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Nitrate, Total (as N)	mg/L	Grab	2/Year (see requirements a. and c. above)	(see requirement b. above)

E. Effluent and Receiving Water Characterization

1. Since the Discharger is participating in the Delta Regional Monitoring Program, as described in Attachment E, section VIII, this section only requires effluent characterization monitoring. However, the ROWD for the next permit renewal shall include, at minimum, one representative ambient background characterization monitoring event for priority pollutant constituents² during the term of the permit. The ambient background characterization monitoring event shall be conducted at Monitoring Location RSW-001. Data from the Delta Regional Monitoring Program may be utilized to characterize the receiving water in the permit renewal. Alternatively, the Discharger may conduct any site-specific receiving water monitoring deemed appropriate by the Discharger and submit that monitoring data with the ROWD. In general, monitoring data from samples collected in the immediate vicinity of the discharge will be given greater weight in permitting decisions than receiving water monitoring data collected at greater distances from the discharge point.
2. **Table E-11 Testing Requirements.** The Discharger shall comply with the following testing requirements when monitoring for the parameters described in Table E-11.
 - a. **Once per Permit Term.** Samples shall be collected from the effluent (Monitoring Location EFF-001A or EFF-001B, depending on whichever discharge location is in use at the time) and analyzed for the constituents listed in Table E-11, below. Constituents shall be collected and analyzed consistent with the Discharger’s Analytical Methods Report (MRP, X.D.1) using sufficiently sensitive analytical methods and Reporting Levels per the SSM Rule specified in 40 C.F.R. 122.21(e)(3) and 122.44(i)(1)(iv). The “Reporting Level” is synonymous with the “Method Minimum Level” described in the SSM Rule. At minimum, one representative effluent characterization monitoring event shall be conducted during 2021 and the results of such monitoring shall be submitted to the Central Valley Water Board with the annual self-monitoring report. Each individual monitoring event shall provide representative sample results for the effluent.

² Appendix A to 40 C.F.R. part 423.

- b. **Sample Type.** All receiving water samples shall be taken as grab samples. Effluent samples shall be taken as described in Table E-11, below.
- c. The Discharger is not required to conduct effluent monitoring for constituents that have already been sampled in a given month, as required in Table E-3, except for hardness, pH, and temperature, which shall be conducted concurrently with the effluent sampling.
- d. All **24-hour composite** samples shall be collected from a 24-hour flow proportional composite.
- e. **Bis (2-ethylhexyl) phthalate.** In order to verify if bis (2-ethylhexyl) phthalate is truly present, the Discharger shall take steps to assure that sample containers, sampling apparatus, and analytical equipment are not sources of the detected contaminant.
- f. **Analytical Methods Report Certification.** Prior to beginning the Effluent and Receiving Water Characterization monitoring, the Discharger shall provide a certification acknowledging the scheduled start date of the Effluent and Receiving Water Characterization monitoring and confirming that samples will be collected and analyzed as described in the previously submitted Analytical Methods Report. If there are changes to the previously submitted Analytical Methods Report, the Discharger shall outline those changes. A one-page certification form will be provided by Central Valley Water Board staff with the permit's Notice of Adoption that the Discharger can use to satisfy this requirement. The certification form shall be submitted electronically via CIWQS submittal by the due date in the Technical Reports Table.

Table E-11. Effluent and Receiving Water Characterization Monitoring

VOLATILE ORGANICS

CTR Number	Volatile Organic Parameters	CAS Number	Units	Effluent Sample Type (see table note 3. below)
25	2-Chloroethyl vinyl Ether	110-75-8	µg/L	Grab
17	Acrolein	107-02-8	µg/L	Grab
18	Acrylonitrile	107-13-1	µg/L	Grab
19	Benzene	71-43-2	µg/L	Grab
20	Bromoform (see table note 1. below)	75-25-2	µg/L	Grab
21	Carbon Tetrachloride	56-23-5	µg/L	Grab
22	Chlorobenzene	108-90-7	µg/L	Grab
24	Chloroethane	75-00-3	µg/L	Grab

CTR Number	Volatile Organic Parameters	CAS Number	Units	Effluent Sample Type (see table note 3. below)
26	Chloroform	67-66-3	µg/L	Grab
35	Methyl Chloride	74-87-3	µg/L	Grab
23	Dibromochloromethane (see table note 1. below)	124-48-1	µg/L	Grab
27	Dichlorobromomethane (see table note 1. below)	75-27-4	µg/L	Grab
36	Methylene Chloride	75-09-2	µg/L	Grab
33	Ethylbenzene	100-41-4	µg/L	Grab
89	Hexachlorobutadiene	87-68-3	µg/L	Grab
34	Methyl Bromide (Bromomethane)	74-83-9	µg/L	Grab
94	Naphthalene	91-20-3	µg/L	Grab
38	Tetrachloroethylene (PCE)	127-18-4	µg/L	Grab
39	Toluene	108-88-3	µg/L	Grab
40	trans-1,2-Dichloroethylene	156-60-5	µg/L	Grab
43	Trichloroethylene (TCE)	79-01-6	µg/L	Grab
44	Vinyl Chloride	75-01-4	µg/L	Grab
21	Methyl-tert-butyl ether (MTBE)	1634-04-4	µg/L	Grab
41	1,1,1-Trichloroethane	71-55-6	µg/L	Grab
42	1,1,2-Trichloroethane	79-00-5	µg/L	Grab
28	1,1-Dichloroethane	75-34-3	µg/L	Grab
30	1,1-Dichloroethylene (DCE)	75-35-4	µg/L	Grab
31	1,2-Dichloropropane	78-87-5	µg/L	Grab
32	1,3-Dichloropropylene	542-75-6	µg/L	Grab
37	1,1,2,2-Tetrachloroethane	79-34-5	µg/L	Grab
101	1,2,4-Trichlorobenzene	120-82-1	µg/L	Grab
29	1,2-Dichloroethane	107-06-2	µg/L	Grab
75	1,2-Dichlorobenzene	95-50-1	µg/L	Grab
76	1,3-Dichlorobenzene	541-73-1	µg/L	Grab
77	1,4-Dichlorobenzene	106-46-7	µg/L	Grab

SEMI-VOLATILE ORGANICS

CTR Number	Semi-Organic Volatile Parameters	CAS Number	Units	Effluent Sample Type (see table note 3. below)
60	Benzo(a)Anthracene	56-55-3	µg/L	Grab
85	1,2-Diphenylhydrazine	122-66-7	µg/L	Grab
45	2-Chlorophenol	95-57-8	µg/L	Grab
46	2,4-Dichlorophenol	120-83-2	µg/L	Grab
47	2,4-Dimethylphenol	105-67-9	µg/L	Grab
49	2,4-Dinitrophenol	51-28-5	µg/L	Grab

CTR Number	Semi-Organic Volatile Parameters	CAS Number	Units	Effluent Sample Type (see table note 3. below)
82	2,4-Dinitrotoluene	121-14-2	µg/L	Grab
55	2,4,6-Trichlorophenol	88-06-2	µg/L	Grab
83	2,6-Dinitrotoluene	606-20-2	µg/L	Grab
50	2-Nitrophenol	88-75-5	µg/L	Grab
71	2-Chloronaphthalene	91-58-7	µg/L	Grab
78	3,3-Dichlorobenzidine	91-94-1	µg/L	Grab
62	Benzo(b)Fluoranthene	205-99-2	µg/L	Grab
52	4-Chloro-3-methylphenol	59-50-7	µg/L	Grab
48	2-Methyl-4,6-Dinitrophenol	534-52-1	µg/L	Grab
51	4-Nitrophenol	100-02-7	µg/L	Grab
69	4-Bromophenyl Phenyl Ether	101-55-3	µg/L	Grab
72	4-Chlorophenyl Phenyl Ether	7005-72-3	µg/L	Grab
56	Acenaphthene	83-32-9	µg/L	Grab
57	Acenaphthylene	208-96-8	µg/L	Grab
58	Anthracene	120-12-7	µg/L	Grab
59	Benzidine	92-87-5	µg/L	Grab
61	Benzo(a)Pyrene	50-32-8	µg/L	Grab
63	Benzo(ghi)Perylene	191-24-2	µg/L	Grab
64	Benzo(k)Fluoranthene	207-08-9	µg/L	Grab
65	Bis (2-Chloroethoxy) Methane	111-91-1	µg/L	Grab
66	Bis (2-Chloroethyl) Ether	111-44-4	µg/L	Grab
67	Bis (2-Chloroisopropyl) Ether	108-60-1	µg/L	Grab
68	Bis(2-Ethylhexyl) Phthalate (see table note 2. below)	117-81-7	µg/L	Grab
70	Butylbenzyl Phthalate	85-68-7	µg/L	Grab
73	Chrysene	218-01-9	µg/L	Grab
81	Di-n-butyl Phthalate	84-74-2	µg/L	Grab
84	Di-n-Octyl Phthalate	117-84-0	µg/L	Grab
74	Dibenzo(a,h)anthracene	53-70-3	µg/L	Grab
79	Diethyl Phthalate	84-66-2	µg/L	Grab
80	Dimethyl Phthalate	131-11-3	µg/L	Grab
86	Fluoranthene	206-44-0	µg/L	Grab
87	Fluorene	86-73-7	µg/L	Grab
88	Hexachlorobenzene	118-74-1	µg/L	Grab
90	Hexachlorocyclopentadiene	77-47-4	µg/L	Grab
91	Hexachloroethane	67-72-1	µg/L	Grab
92	Indeno(1,2,3-cd) Pyrene	193-39-5	µg/L	Grab
93	Isophorone	78-59-1	µg/L	Grab
98	N-Nitrosodiphenylamine	86-30-6	µg/L	Grab
96	N-Nitrosodimethylamine	62-75-9	µg/L	Grab
97	N-Nitrosodi-n-Propylamine	621-64-7	µg/L	Grab

CTR Number	Semi-Organic Volatile Parameters	CAS Number	Units	Effluent Sample Type (see table note 3. below)
95	Nitrobenzene	98-95-3	µg/L	Grab
53	Pentachlorophenol (PCP)	87-86-5	µg/L	Grab
99	Phenanthrene	85-01-8	µg/L	Grab
54	Phenol	108-95-2	µg/L	Grab
100	Pyrene	129-00-0	µg/L	Grab

INORGANICS

CTR Number	Inorganic Parameters	CAS Number	Units	Effluent Sample Type (see table note 3. below)
NL	Aluminum	7429-90-5	µg/L	24-hour Composite
1	Antimony, Total Recoverable	7440-36-0	µg/L	24-hour Composite
2	Arsenic, Total Recoverable	7440-38-2	µg/L	24-hour Composite
15	Asbestos	1332-21-4	µg/L	24-hour Composite
3	Beryllium, Total Recoverable	7440-41-7	µg/L	24-hour Composite
4	Cadmium, Total Recoverable	7440-43-9	µg/L	24-hour Composite
5a (III)	Chromium, Total	7440-47-3	µg/L	24-hour Composite
6	Copper, Total Recoverable	7440-50-8	µg/L	24-hour Composite
14	Iron, Total Recoverable	7439-89-6	µg/L	24-hour Composite
7	Lead, Total Recoverable	7439-92-1	µg/L	24-hour Composite
8	Mercury, Total Recoverable (see table note 1. below)	7439-97-6	µg/L	Grab
NL	Mercury, Methyl (see table note 1. below)	22967-92-6	µg/L	Grab
NL	Manganese, Total Recoverable	7439-96-5	µg/L	24-hour Composite
9	Nickel, Total Recoverable	7440-02-0	µg/L	24-hour Composite
10	Selenium, Total Recoverable	7782-49-2	µg/L	24-hour Composite
11	Silver, Total Recoverable	7440-22-4	µg/L	24-hour Composite
12	Thallium, Total Recoverable	7440-28-0	µg/L	24-hour Composite
13	Zinc, Total Recoverable	7440-66-6	µg/L	24-hour Composite

NON-METALS/MINERALS

CTR Number	Non-Metal/Mineral Parameters	CAS Number	Units	Effluent Sample Type (see table note 3. below)
NL	Boron	7440-42-8	µg/L	24-hour Composite
NL	Chloride	16887-00-6	mg/L	24-hour Composite
14	Cyanide, Total (as CN)	57-12-5	µg/L	Grab

CTR Number	Non-Metal/Mineral Parameters	CAS Number	Units	Effluent Sample Type (see table note 3. below)
NL	Phosphorus, Total (as P)	7723-14-0	mg/L	24-hour Composite
NL	Sulfate	14808-79-8	mg/L	24-hour Composite
NL	Sulfide (as S)	5651-88-7	mg/L	24-hour Composite

PESTICIDES/PCBs/DIOXINS

CTR Number	Pesticide/PCB/Dioxin Parameters	CAS Number	Units	Effluent Sample Type (see table note 3. below)
110	4,4-DDD	72-54-8	µg/L	24-hour Composite
109	4,4-DDE	72-55-9	µg/L	24-hour Composite
108	4,4-DDT	50-29-3	µg/L	24-hour Composite
112	alpha-Endosulfan	959-98-8	µg/L	24-hour Composite
103	alpha-BHC (Benzene hexachloride)	319-84-6	µg/L	24-hour Composite
102	Aldrin	309-00-2	µg/L	24-hour Composite
113	beta-Endosulfan	33213-65-9	µg/L	24-hour Composite
104	beta-BHC (Benzene hexachloride)	319-85-7	µg/L	24-hour Composite
107	Chlordane	57-74-9	µg/L	24-hour Composite
106	delta-BHC (Benzene hexachloride)	319-86-8	µg/L	24-hour Composite
111	Dieldrin	60-57-1	µg/L	24-hour Composite
114	Endosulfan Sulfate	1031-07-8	µg/L	24-hour Composite
115	Endrin	72-20-8	µg/L	24-hour Composite
116	Endrin Aldehyde	7421-93-4	µg/L	24-hour Composite
117	Heptachlor	76-44-8	µg/L	24-hour Composite
118	Heptachlor Epoxide	1024-57-3	µg/L	24-hour Composite
105	gamma-BHC (Benzene hexachloride or Lindane)	58-89-9	µg/L	24-hour Composite
119	Polychlorinated Biphenyl (PCB) 1016	12674-11-2	µg/L	24-hour Composite
120	PCB 1221	11104-28-2	µg/L	24-hour Composite
121	PCB 1232	11141-16-5	µg/L	24-hour Composite
122	PCB 1242	53469-21-9	µg/L	24-hour Composite
123	PCB 1248	12672-29-6	µg/L	24-hour Composite
124	PCB 1254	11097-69-1	µg/L	24-hour Composite
125	PCB 1260	11096-82-5	µg/L	24-hour Composite
126	Toxaphene	8001-35-2	µg/L	24-hour Composite
16	2,3,7,8-TCDD (Dioxin)	1746-01-6	mg/L	24-hour Composite

CONVENTIONAL PARAMETERS

CTR Number	Conventional Parameters	CAS Number	Units	Effluent Sample Type (see table note 3. below)
NL	pH (see table note 1. below)	--	SU	Grab
NL	Temperature (see table note 1. below)	--	°C	Grab

NON-CONVENTIONAL PARAMETERS

CTR Number	Nonconventional Parameters	CAS Number	Units	Effluent Sample Type (see table note 3. below)
NL	Foaming Agents (MBAS)	MBAS	mg/L	24-hour Composite
NL	Hardness (as CaCO ₃) (see table note 1. below)	471-34-1	mg/L	Grab
NL	Specific Conductance (Electrical Conductivity or EC) (see table note 1. below)	EC	µmhos /cm	24-hour Composite
NL	Total Dissolved Solids (TDS) (see table note 1. below)	TDS	mg/L	24-hour Composite
NL	Dissolved Organic Carbon (DOC) (see table note 1. below)	DOC	mg/L	24-hour Composite

NUTRIENTS

CTR Number	Nutrient Parameters	CAS Number	Units	Effluent Sample Type (see table note 3. below)
7	Ammonia (as N) (see table note 1. below)	7664-41-7	mg/L	24-hour Composite
8	Nitrate (as N) (see table note 1. below)	14797-55-8	mg/L	24-hour Composite
9	Nitrite (as N) (see table note 1. below)	14797-65-0	mg/L	24-hour Composite

OTHER CONSTITUENTS OF CONCERN

CTR Number	Other Constituents of Concern	CAS Number	Units	Effluent Sample Type (see table note 3. below)
NL	1,2,3-Trichloropropane (TCP)	96-18-4	ug/L	Grab

CTR Number	Other Constituents of Concern	CAS Number	Units	Effluent Sample Type (see table note 3. below)
NL	Trichlorofluoromethane	75-69-4	µg/L	Grab
NL	1,1,2-Trichloro-1,2,2-Trifluoroethane	76-13-1	µg/L	Grab
NL	Styrene	100-42-5	µg/L	Grab
NL	Xylenes	1330-20-7	µg/L	Grab
NL	Barium	7440-39-3	µg/L	24-hour Composite
NL	Fluoride	16984-48-8	mg/L	24-hour Composite
NL	Molybdenum	7439-98-7	µg/L	24-hour Composite
NL	Tributyltin	688-73-3	µg/L	24-hour Composite
NL	Alachlor	15972-60-8	µg/L	24-hour Composite
NL	Atrazine	1912-24-9	µg/L	24-hour Composite
NL	Bentazon	25057-89-0	µg/L	24-hour Composite
NL	Carbofuran	1563-66-2	µg/L	24-hour Composite
NL	2,4-D	94-75-7	µg/L	24-hour Composite
NL	Dalapon	75-99-0	µg/L	24-hour Composite
NL	1,2-Dibromo-3-chloropropane (DBCP)	96-12-8	µg/L	24-hour Composite
NL	Di(2-ethylhexyl)adipate	103-23-1	µg/L	24-hour Composite
NL	Dinoseb	88-85-7	µg/L	24-hour Composite
NL	Diquat	85-00-7	µg/L	24-hour Composite
NL	Endothal	145-73-3	µg/L	24-hour Composite
NL	Ethylene Dibromide (EDB)	106-93-4	µg/L	24-hour Composite
NL	Methoxychlor	72-43-5	µg/L	24-hour Composite
NL	Molinate (Ordram)	2212-67-1	µg/L	24-hour Composite
NL	Oxamyl	23135-22-0	µg/L	24-hour Composite
NL	Picloram	1918-02-1	µg/L	24-hour Composite
NL	Simazine (Princep)	122-34-9	µg/L	24-hour Composite
NL	Thiobencarb	28249-77-6	µg/L	24-hour Composite
NL	2,4,5-TP (Silvex)	93-72-1	µg/L	24-hour Composite
NL	Chlorpyrifos (see table note 1. below)	2921-88-2	µg/L	24-hour Composite
NL	Diazinon (see table note 1. below)	333-41-5	µg/L	24-hour Composite

Table E-11 Footnotes:

- (1) The Discharger is not required to conduct effluent monitoring for constituents that have already been sampled in a given month, as required in Table E-3, except for hardness, pH, and temperature, which shall be conducted concurrently with the effluent sampling.
- (2) In order to verify if bis (2-ethylhexyl) phthalate is truly present, the Discharger shall take steps to assure that sample containers, sampling apparatus, and analytical equipment are not sources of the detected contaminant.
- (3) 24-hour flow proportional composite.

X. REPORTING REQUIREMENTS

A. General Monitoring and Reporting Requirements

1. The Discharger shall comply with all Standard Provisions (Attachment D) related to monitoring, reporting, and recordkeeping.
2. Upon written request of the Central Valley Water Board, the Discharger shall submit a summary monitoring report. The report shall contain both tabular and graphical summaries of the monitoring data obtained during the previous year(s).
3. **Compliance Time Schedules.** For compliance time schedules included in the Order, the Discharger shall submit to the Central Valley Water Board, on or before each compliance due date, the specified document or a written report detailing compliance or noncompliance with the specific date and task. If noncompliance is reported, the Discharger shall state the reasons for noncompliance and include an estimate of the date when the Discharger will be in compliance. The Discharger shall notify the Central Valley Water Board by letter when it returns to compliance with the compliance time schedule.
4. The Discharger shall report to the Central Valley Water Board any toxic chemical release data it reports to the State Emergency Response Commission within 15 days of reporting the data to the Commission pursuant to section 313 of the "*Emergency Planning and Community Right to Know Act*" of 1986.

B. Self-Monitoring Reports (SMRs)

1. The Discharger shall electronically submit SMRs using the State Water Board's [California Integrated Water Quality System \(CIWQS\) Program website](http://www.waterboards.ca.gov/water_issues/programs/ciwqs/) (http://www.waterboards.ca.gov/water_issues/programs/ciwqs/). The CIWQS website will provide additional information for SMR submittal in the event there will be a planned service interruption for electronic submittal.
2. The Discharger shall report in the SMR the results for all monitoring specified in this MRP under sections III through IX. The Discharger shall submit monthly SMR's including the results of all required monitoring using U.S. EPA-approved test methods or other test methods specified in this Order. SMR's are to include all new monitoring results obtained since the last SMR was submitted. If the Discharger monitors any pollutant more frequently than required by this Order, the results of this monitoring shall be included in the calculations and reporting of the data submitted in the SMR. Monthly SMR's are required even if there is no discharge. If no discharge occurs during the month, the monitoring report must be submitted stating that there has been no discharge.
3. Monitoring periods and reporting for all required monitoring shall be completed according to the following schedule:

Table E-12. Monitoring Periods and Reporting Schedule

Sampling Frequency	Monitoring Period Begins On	Monitoring Period	SMR Due Date
Continuous	Permit effective date	All	Submit with monthly SMR
1/Day	Permit effective date	(Midnight through 11:59 PM) or any 24-hour period that reasonably represents a calendar day for purposes of sampling.	Submit with monthly SMR
3/Week	Permit effective date	Sunday through Saturday	Submit with monthly SMR
1/Week	Permit effective date	Sunday through Saturday	Submit with monthly SMR
1/Month	Permit effective date	1st day of calendar month through last day of calendar month	First day of second calendar month following month of sampling
1/Quarter	Permit effective date	1 January through 31 March 1 April through 30 June 1 July through 30 September 1 October through 31 December	1 May 1 August 1 November 1 February of following year
2/Year	Permit effective date	1 January through 30 June 1 July through 31 December	1 August 1 February of following year
1/Year	Permit effective date	1 January through 31 December	1 February of following year

4. **Reporting Protocols.** The Discharger shall report with each sample result the applicable Reporting Level (RL) and the current laboratory’s Method Detection Limit (MDL), as determined by the procedure in 40 C.F.R. part 136.

The Discharger shall report the results of analytical determinations for the presence of chemical constituents in a sample using the following reporting protocols:

- a. Sample results greater than or equal to the RL shall be reported as measured by the laboratory (i.e., the measured chemical concentration in the sample).
- b. Sample results less than the RL, but greater than or equal to the laboratory’s MDL, shall be reported as “Detected, but Not Quantified,” or DNQ. The estimated chemical concentration of the sample shall also be reported.

For the purposes of data collection, the laboratory shall write the

- estimated chemical concentration next to DNQ. The laboratory may, if such information is available, include numerical estimates of the data quality for the reported result. Numerical estimates of data quality may be percent accuracy (\pm a percentage of the reported value), numerical ranges (low to high), or any other means considered appropriate by the laboratory.
- c. Sample results less than the laboratory's MDL shall be reported as "Not Detected," or ND.
 - d. Dischargers are to instruct laboratories to establish calibration standards so that the Minimum Level (ML) value (or its equivalent if there is differential treatment of samples relative to calibration standards) is the lowest calibration standard. At no time is the Discharger to use analytical data derived from extrapolation beyond the lowest point of the calibration curve.
5. **Multiple Sample Data.** When determining compliance with an AMEL, AWEL, or MDEL for priority pollutants and more than one sample result is available, the Discharger shall compute the arithmetic mean unless the data set contains one or more reported determinations of "Detected, but Not Quantified" (DNQ) or "Not Detected" (ND). In those cases, the Discharger shall compute the median in place of the arithmetic mean in accordance with the following procedure:
- a. The data set shall be ranked from low to high, ranking the reported ND determinations lowest, DNQ determinations next, followed by quantified values (if any). The order of the individual ND or DNQ determinations is unimportant.
 - b. The median value of the data set shall be determined. If the data set has an odd number of data points, then the median is the middle value. If the data set has an even number of data points, then the median is the average of the two values around the middle unless one or both of the points are ND or DNQ, in which case the median value shall be the lower of the two data points where DNQ is lower than a value and ND is lower than DNQ.
6. **The Discharger shall submit SMRs** in accordance with the following requirements:
- a. The Discharger shall arrange all reported data in a tabular format. The data shall be summarized to clearly illustrate whether the Facility is operating in compliance with interim and/or final effluent limitations. The Discharger is not required to duplicate the submittal of data that is entered in a tabular format within CIWQS. When electronic submittal of data is required and CIWQS does not provide for entry into a tabular format within the system, the Discharger shall electronically submit the data in a tabular format as an attachment.

- b. The Discharger shall attach a cover letter to the SMR. The information contained in the cover letter shall clearly identify violations of the waste discharge requirements (WDR's), discuss corrective actions taken or planned, and the proposed time schedule for corrective actions. Identified violations must include a description of the requirement that was violated and a description of the violation.
 - c. The Discharger shall attach all final laboratory reports from all contracted commercial laboratories, including quality assurance/quality control information, with all its SMRs for which sample analyses were performed. This requirement only applies to constituents monitored per Table E-11 – Effluent and Receiving Water Characterization Monitoring, and per Table E-3 – Effluent Monitoring, for Bromoform, Chlorodibromomethane, Dichlorobromomethane, Mercury, Total Recoverable, Mercury (methyl), Chlorpyrifos, and Diazinon.
7. The Discharger shall submit in the SMRs calculations and reports in accordance with the following requirements:
- a. **Calendar Annual Average Limitations.** For constituents with effluent limitations specified as “calendar annual average” (electrical conductivity) the Discharger shall report the calendar annual average in the annual SMR. The annual average shall be calculated as the average of the samples gathered for the calendar year.
 - b. **Mass Loading Limitations.** For BOD₅, TSS, and ammonia, the Discharger shall calculate and report the mass loading (lbs/day) in the SMRs. The mass loading shall be calculated as follows:

$$\text{Mass Loading (lbs/day)} = \text{Flow (MGD)} \times \text{Concentration (mg/L)} \times 8.34$$

When calculating daily mass loading, the daily average flow and constituent concentration shall be used. For weekly average mass loading, the weekly average flow and constituent concentration shall be used. For monthly average mass loading, the monthly average flow and constituent concentration shall be used.
 - c. **Removal Efficiency (CBOD₅ and TSS).** The Discharger shall calculate and report the percent removal of CBOD₅ and TSS in the SMR's. The percent removal shall be calculated as specified in section VII.A of the Waste Discharge Requirements.
 - d. **Total Coliform Organisms Effluent Limitations.** The Discharger shall calculate and report the 7-day median of total coliform organisms for the effluent. The 7-day median of total coliform organisms shall be calculated as specified in section VII.D of the Waste Discharge Requirements.

- e. **Dissolved Oxygen Receiving Water Limitations.** The Discharger shall report monthly in the SMR's the dissolved oxygen concentrations in the effluent (Monitoring Location EFF-001A or EFF-001B, depending on whichever discharge location is in use at the time) and the receiving water (Monitoring Locations RSW-001, RSW-002, RSW-002A, and RSW-003).
- f. **Turbidity Receiving Water Limitations.** The Discharger shall calculate and report the turbidity increase in the receiving waters applicable to the natural turbidity conditions specified in section V.A.17.a-e of the Waste Discharge Requirements.
- g. **Temperature Receiving Water Limitations.** The Discharger shall calculate and report the temperature increase in the receiving water based on the difference in temperature at Monitoring Locations RSW-002 and RSW-002A for the averaging periods specified in section V.A.15.b of the Waste Discharge Requirements. Due to the tidal nature of the receiving water, the direction of flow in the San Joaquin River shall be recorded at the time of sampling to ascertain which location (i.e., Monitoring Location RSW-002 or Monitoring Location RSW-002A) is "upstream" or "downstream" of the Facility's discharge.
- h. **Temperature Effluent Limitation.** For every day receiving water temperature samples are collected at Monitoring Locations RSW-002 and RSW-002A, the Discharger shall calculate and report the difference between the effluent temperature and the "upstream" receiving water temperature based on the difference in the effluent temperature at Monitoring Location EFF-001A or EFF-001B, depending on whichever discharge location is in use at the time, and receiving water temperature of grab samples collected at Monitoring Location RSW-002 or Monitoring Location RSW-002A, depending on the direction of San Joaquin River flow at the time of sampling. Due to the tidal nature of the receiving water, the direction of flow in the San Joaquin River shall be recorded at the time of sampling to ascertain which location (i.e., Monitoring Location RSW-002 or Monitoring Location RSW-002A) is "upstream" or "downstream" of the Facility's discharge.
- i. **Chlorpyrifos and Diazinon Effluent Limitations.** The Discharger shall calculate and report the value of SAMEL and SAWEL for the effluent, using the equations in section IV.A.1.h of the Order, and consistent with the Compliance Determination Language in section VII.I of the Waste Discharge Requirements.

C. Discharge Monitoring Reports (DMR's)

- 1. DMRs are U.S. EPA reporting requirements. The Discharger shall electronically certify and submit DMR's together with SMR's using Electronic Self-Monitoring Reports module eSMR 2.5 or any upgraded version. Electronic DMR submittal will be in addition to electronic SMR submittal.

[Information about electronic DMR submittal](http://www.waterboards.ca.gov/water_issues/programs/discharge_monitoring/)
(http://www.waterboards.ca.gov/water_issues/programs/discharge_monitoring/)
is available on the Internet.

D. Other Reports

1. **Analytical Methods Report.** The Discharger shall complete and submit an Analytical Methods Report, electronically via CIWQS submittal, by the due date shown in the Technical Reports Table. The Analytical Methods Report shall include the following for each constituent to be monitored in accordance with this Order: 1) applicable water quality objective, 2) reporting level (RL), 3) method detection limit (MDL), and 4) analytical method. The analytical methods shall be sufficiently sensitive with RLs consistent with the SSM Rule per 40 C.F.R. 122.21(e)(3) and 122.44(i)(1)(iv), and with the Minimum Levels (MLs) in the SIP, Appendix 4. The “Reporting Level or RL” is synonymous with the “Method Minimum Level” described in the SSM Rule. If an RL is not less than or equal to the applicable water quality objective for a constituent, the Discharger shall explain how the proposed analytical method complies with the SSM Rule. Central Valley Water Board staff will provide a tool with the permit’s Notice of Adoption to assist the Discharger in completing this requirement. The tool will include the constituents and associated applicable water quality objectives to be included in the Analytical Methods Report.
2. **Annual Operations Report.** The Discharger shall submit a written report to the Central Valley Water Board, electronically via CIWQS submittal, containing the following by the due date in the Technical Reports Table:
 - a. The names, certificate grades, and general responsibilities of all persons employed at the Facility.
 - b. The names and telephone numbers of persons to contact regarding the plant for emergency and routine situations.
 - c. A statement certifying when the flow meter(s) and other monitoring instruments and devices were last calibrated, including identification of who performed the calibration.
 - d. A statement certifying whether the current operation and maintenance manual, and contingency plan, reflect the wastewater treatment plant as currently constructed and operated, and the dates when these documents were last revised and last reviewed for adequacy.
 - e. The Discharger may also be requested to submit an annual report to the Central Valley Water Board with both tabular and graphical summaries of the monitoring data obtained during the previous year. Any such request shall be made in writing. The report shall discuss the compliance record. If violations have occurred, the report shall also discuss the corrective

actions taken and planned to bring the discharge into full compliance with the WDR's.

3. **Annual Pretreatment Reporting Requirements.** The Discharger shall submit annually a report to the Central Valley Water Board, with copies to U.S. EPA Region 9 and the State Water Board, describing the Discharger's pretreatment activities over the previous 12 months (1 January through 31 December). In the event the Discharger is not in compliance with any conditions or requirements of this Order, including non-compliance with pretreatment audit/compliance inspection requirements, then the Discharger shall also include the reasons for non-compliance and state how and when the Discharger shall comply with such conditions and requirements.

An annual report shall be submitted by the due date shown in the Technical Reports Table and include at least the following items:

- a. A summary of analytical results from representative, flow proportioned, 24-hour composite sampling of the POTW's influent and effluent for those pollutants U.S. EPA has identified under section 307(a) of the CWA which are known or suspected to be discharged by nondomestic users. This will consist of an annual full priority pollutant scan. The Discharger is not required to sample and analyze for asbestos. The Discharger shall submit the results of the annual priority pollutant scan electronically to the Central Valley Water Board using the State Water Board's CIWQS Program Website.

Sludge shall be sampled during the same 24-hour period and analyzed for the same pollutants as the influent and effluent sampling and analysis. The sludge analyzed shall be a composite sample of a minimum of 12 discrete samples taken at equal time intervals over the 24-hour period. Wastewater and sludge sampling and analysis shall be performed at least annually. The Discharger shall also provide any influent, effluent or sludge monitoring data for nonpriority pollutants which may be causing or contributing to Interference, Pass-Through or adversely impacting sludge quality. Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 C.F.R. part 136 and amendments thereto.

- b. A discussion of Upset, Interference, or Pass-Through incidents, if any, at the treatment plant, which the Discharger knows, or suspects were caused by nondomestic users of the POTW. The discussion shall include the reasons why the incidents occurred, the corrective actions taken and, if known, the name and address of, the nondomestic user(s) responsible. The discussion shall also include a review of the applicable pollutant limitations to determine whether any additional limitations, or changes to existing requirements, may be necessary to prevent Pass-Through, Interference, or noncompliance with sludge disposal requirements.

- c. The cumulative number of nondomestic users that the Discharger has notified regarding Baseline Monitoring Reports and the cumulative number of nondomestic user responses.
- d. An updated list of the Discharger's significant industrial users (SIUs) including their names and addresses, or a list of deletions, additions and SIU name changes keyed to a previously submitted list. The Discharger shall provide a brief explanation for each change. The list shall identify the SIUs subject to federal categorical standards by specifying which set(s) of standards are applicable to each SIU. The list shall indicate which SIUs, or specific pollutants from each industry, are subject to local limitations. Local limitations that are more stringent than the federal categorical standards shall also be identified.
- e. The Discharger shall characterize the compliance status through the year of record of each SIU by employing the following descriptions:
 - i. complied with baseline monitoring report requirements (where applicable);
 - ii. consistently achieved compliance;
 - iii. inconsistently achieved compliance;
 - iv. significantly violated applicable pretreatment requirements as defined by 40 C.F.R. section 403.8(f)(2)(vii);
 - v. complied with schedule to achieve compliance (include the date final compliance is required);
 - vi. did not achieve compliance and not on a compliance schedule; and
 - vii. compliance status unknown.
- f. A summary of the inspection and sampling activities conducted by the Discharger during the past year to gather information and data regarding the SIUs. The summary shall include:
 - i. The names and addresses of the SIUs subjected to surveillance and an explanation of whether they were inspected, sampled, or both and the frequency of these activities at each user; and
 - ii. The conclusions or results from the inspection or sampling of each industrial user.
- g. The Discharger shall characterize the compliance status of each SIU by providing a list or table which includes the following information:

- i. Name of SIU;
 - ii. Category, if subject to federal categorical standards;
 - iii. The type of wastewater treatment or control processes in place;
 - iv. The number of samples taken by the POTW during the year;
 - v. The number of samples taken by the SIU during the year;
 - vi. For a SIU subject to discharge requirements for total toxic organics, whether all required certifications were provided;
 - vii. A list of the standards violated during the year. Identify whether the violations were for categorical standards or local limits.
 - viii. Whether the facility is in significant noncompliance (SNC) as defined at 40 C.F.R. section 403.8(f)(2)(viii) at any time during the year; and
 - ix. A summary of enforcement or other actions taken during the year to return the SIU to compliance. Describe the type of action (e.g., warning letters or notices of violation, administrative orders, civil actions, and criminal actions), final compliance date, and the amount of fines and penalties collected, if any. Describe any proposed actions for bringing the SIU into compliance;
 - x. Restriction of flow to the POTW.
 - xi. Disconnection from discharge to the POTW.
- h. A brief description of any programs the POTW implements to reduce pollutants from nondomestic users that are not classified as SIUs;
 - i. A brief description of any significant changes in operating the pretreatment program which differ from the previous year including, but not limited to, changes concerning: the program's administrative structure, local limits, monitoring program or monitoring frequencies, legal-authority, enforcement policy, funding levels, or staffing levels;
 - j. A summary of the annual pretreatment budget, including the cost of pretreatment program functions and equipment purchases; and
 - k. A summary of activities to involve and inform the public of the program including a copy of the newspaper notice, if any, required under 40 C.F.R. section 403.8(f)(2)(viii).

Pretreatment Program reports shall be submitted electronically to the Central Valley Water Board via CIWQS submittal and the:

State Water Resources Control Board
NPDES Wastewater@waterboards.ca.gov
and the
U.S. EPA Region 9 Pretreatment Coordinator
R9Pretreatment@epa.gov

4. **Report of Waste Discharge (ROWD).** For the 5-year permit renewal, the Discharger shall submit a written report to the Central Valley Water Board, electronically via CIWQS submittal, containing, at minimum, the following by the due date in the Technical Reports Table:
 - a. Report of Waste Discharge (Form 200);
 - b. NPDES Form 1;
 - c. NPDES Form 2A;
 - d. NPDES Form 2S;
 - e. **Mixing Zone Requests.** A mixing zone analysis for constituents the Discharger is requesting the continuation of dilution credits and mixing zones in the calculation of water quality-based effluent limits (e.g., chlorodibromomethane and dichlorobromomethane); and
 - f. **Bay-Delta Plan Southern Delta Salinity Objectives.** As discussed in Section IV.C.3 of the Fact Sheet it has been determined it is infeasible for the Facility to comply with traditional numeric water quality-based effluent limits for electrical conductivity per the Bay-Delta Plan Southern Delta Salinity Objectives. To continue implementation of the alternative effluent limitations for electrical conductivity, the following shall be submitted with the ROWD:
 - i. An evaluation of whether technological or economic changes have made previously deemed infeasible upgrades to control salinity in the POTW's effluent feasible;
 - ii. A survey of industrial sources of salinity regulated by the industrial pretreatment program, along with all annual reports submitted pursuant to that program documenting the implementation of salinity management strategies at the industrial facility within the collection system area;
 - iii. Documentation of source control measures taken. If alternative lower-salinity source water supplies were available but not utilized, a justification for not using such supplies shall be provided; and
 - iv. An evaluation of the efficacy of actions taken to limit or ban the use of residential self-generating water softeners or to impose efficiency

standards on water softeners within the POTW's collection system area. This evaluation shall include the estimated number of such water softeners in the POTW's collection system area. If a ban against the use of self-generating water softeners is not instituted, a justification why a ban is not feasible.

5. **Technical Report Submittals.** This Order includes requirements to submit a Report of Waste Discharge (ROWD), special study technical reports, progress reports, and other reports identified in the MRP (hereafter referred to collectively as "technical reports"). The Technical Reports Table and subsequent table notes below summarize all technical reports required by this Order and the due dates for submittal. All technical reports shall be submitted electronically via CIWQS submittal. Technical reports should be uploaded as a PDF, Microsoft Word, or Microsoft Excel file attachment. The Discharger shall submit the technical reports as specified in the following table and meet the requirements a – c below:
 - a. The pollution prevention plan for mercury shall be implemented in accordance with section VI.C.3.a.
 - b. Beginning 1 February 2021 and annually thereafter until the Facility achieves compliance with the final effluent limitations for methylmercury, the Discharger shall submit annual progress reports on pollution minimization activities implemented and evaluation of their effectiveness, including a summary of total mercury and methylmercury monitoring results.
 - c. To be determined. Following Phase 1, the Central Valley Water Board will conduct a Phase 1 Delta Mercury Control Program Review that considers: modification of methylmercury goals, objectives, allocations, final compliance date, etc. Consequently, the start of Phase 2 and the final compliance date is uncertain at the time this Order was adopted.
6. **Recycled Water Policy Annual Reports.** In accordance with Section 3 of the Water Quality Control Policy for Recycled Water (Recycled Water Policy), the Discharger shall electronically submit an annual report of monthly data to the State Water Board by 30 April annually covering the previous calendar year using the State Water Board's GeoTracker website (<https://geotracker.waterboards.ca.gov/>). Information for setting up and using the GeoTracker system can be found in the ESI Guide for Responsible Parties document on the State Water Board's website for Electronic Submittal of Information (https://www.waterboards.ca.gov/ust/electronic_submittal/index.html).

The annual report to GeoTracker must include volumetric reporting of the items listed in Section 3.2 of the Recycled Water Policy (https://www.waterboards.ca.gov/board_decisions/adopted_orders/resolutions/2018/121118_7_final_amendment_oal.pdf). A pdf of the upload confirmation from GeoTracker for the Recycled Water Policy Annual Report shall be

uploaded into CIWQS to demonstrate compliance with this reporting requirement.

Table E-13. Technical Reports

Report #	Technical Report	Due Date	CIWQS Report Name
Intentionally left blank	Standard Reporting Requirements	Intentionally left blank	Intentionally left blank
1	Report of Waste Discharge	31 March 2024	MRP X.D.4
2	Analytical Methods Report	20 April 2020	MRP X.D.1
3	Analytical Methods Report Certification Form	1 January 2021	MRP X.E.3
4	Annual Operations Report	1 February 2021	MRP X.D.2
5	Annual Operations Report	1 February 2022	MRP X.D.2
6	Annual Operations Report	1 February 2023	MRP X.D.2
7	Annual Operations Report	1 February 2024	MRP X.D.2
8	Annual Operations Report	1 February 2025	MRP X.D.2
Intentionally left blank	Compliance Schedule for Final Effluent Limitations for Chronic WET (WDR Section VI.C.7.a)	Intentionally left blank	Intentionally left blank
9	Method of Compliance Workplan. Submit workplan that ensures compliance with final effluent limitations for chronic toxicity by the final compliance date.	1 October 2020	WDR VI.C.7.a
10	Final Compliance. Submit report demonstrating compliance with the final effluent limits for chronic toxicity.	31 March 2025	WDR VI.C.7.a
11	Annual Progress Reports. The progress reports shall detail what steps have been implemented towards achieving compliance with waste discharge requirements, including studies, construction progress, evaluation of measures implemented, and recommendations for additional measures as necessary to achieve full compliance by the final compliance date.	1 February 2021	WDR VI.C.7.a
12	Annual Progress Reports. The progress reports shall detail what steps have been implemented towards achieving compliance with waste discharge requirements, including	1 February 2022	WDR VI.C.7.a

Report #	Technical Report	Due Date	CIWQS Report Name
	studies, construction progress, evaluation of measures implemented, and recommendations for additional measures as necessary to achieve full compliance by the final compliance date.		
13	Annual Progress Reports. The progress reports shall detail what steps have been implemented towards achieving compliance with waste discharge requirements, including studies, construction progress, evaluation of measures implemented, and recommendations for additional measures as necessary to achieve full compliance by the final compliance date.	1 February 2023	WDR VI.C.7.a
14	Annual Progress Reports. The progress reports shall detail what steps have been implemented towards achieving compliance with waste discharge requirements, including studies, construction progress, evaluation of measures implemented, and recommendations for additional measures as necessary to achieve full compliance by the final compliance date.	1 February 2024	WDR VI.C.7.a
Intentionally left blank	Compliance Schedule for Final Effluent Limitations for Methylmercury (WDR Section VI.C.7.b)	Intentionally left blank	Intentionally left blank
Intentionally left blank	Phase I	Intentionally left blank	Intentionally left blank
15	Phase 1 Methylmercury Control Study Work Plan	Complete	WDR VI.C.7.b
16	Pollution Prevention Plan for Mercury (see requirement 5.a. above)	Complete	WDR VI.C.7.b
17	Implement Phase 1 Methylmercury Control Study Work Plan	Complete	WDR VI.C.7.b
18	Mercury Pollution Prevention Plan Annual Progress Reports (see requirement 5.b. above)	1 February 2021	WDR VI.C.7.b

Report #	Technical Report	Due Date	CIWQS Report Name
19	Mercury Pollution Prevention Plan Annual Progress Reports (see requirement 5.b. above)	1 February 2022	WDR VI.C.7.b
20	Mercury Pollution Prevention Plan Annual Progress Reports (see requirement 5.b. above)	1 February 2023	WDR VI.C.7.b
21	Mercury Pollution Prevention Plan Annual Progress Reports (see requirement 5.b. above)	1 February 2024	WDR VI.C.7.b
22	Mercury Pollution Prevention Plan Annual Progress Reports (see requirement 5.b. above)	1 February 2025	WDR VI.C.7.b
23	Final Phase 1 Methylmercury Control Study	Complete	WDR VI.C.7.b
Intentionally left blank	Phase 2	Intentionally left blank	Intentionally left blank
24	Implement Methylmercury Control Programs	TBD (see requirement 5.c. above)	WDR VI.C.7.b
25	Full Compliance	31 December 2030 (see requirement 5.c. above)	WDR VI.C.7.b
Intentionally left blank	Compliance Schedule for Nitrate Plus Nitrite (WDR Section VI.C.7.c)	Intentionally left blank	Intentionally left blank
26	Method of Compliance Work Plan. Submit work plan that ensures compliance with final effluent limitations for nitrate plus nitrite by the final compliance date.	Complete	WDR VI.C.7.c
27	Submit and Implement Pollution Prevention Plan for Nitrate Plus Nitrite. The pollution prevention plan shall be prepared and implemented in accordance with section VI.B.3.a of the Fact Sheet (Attachment F).	Complete	WDR VI.C.7.c
28	Annual Progress Reports. The progress reports shall detail what steps have been implemented towards achieving compliance with waste discharge requirements, including studies, construction progress, evaluation of measures implemented,	1 June 2020	WDR VI.C.7.c

Report #	Technical Report	Due Date	CIWQS Report Name
	and recommendations for additional measures as necessary to achieve full compliance by the final compliance date.		
29	Annual Progress Reports. The progress reports shall detail what steps have been implemented towards achieving compliance with waste discharge requirements, including studies, construction progress, evaluation of measures implemented, and recommendations for additional measures as necessary to achieve full compliance by the final compliance date.	1 June 2021	WDR VI.C.7.c
30	Annual Progress Reports. The progress reports shall detail what steps have been implemented towards achieving compliance with waste discharge requirements, including studies, construction progress, evaluation of measures implemented, and recommendations for additional measures as necessary to achieve full compliance by the final compliance date.	1 June 2022	WDR VI.C.7.c
31	Annual Progress Reports. The progress reports shall detail what steps have been implemented towards achieving compliance with waste discharge requirements, including studies, construction progress, evaluation of measures implemented, and recommendations for additional measures as necessary to achieve full compliance by the final compliance date.	1 June 2023	WDR VI.C.7.c
32	Annual Progress Reports. The progress reports shall detail what steps have been implemented towards achieving compliance with waste discharge requirements, including studies, construction progress, evaluation of measures implemented,	1 June 2024	WDR VI.C.7.c

Report #	Technical Report	Due Date	CIWQS Report Name
	and recommendations for additional measures as necessary to achieve full compliance by the final compliance date.		
33	Complete Treatment Technology Evaluation and Pilot Testing. Submit with the annual progress report confirmation of compliance with this task.	Complete	WDR VI.C.7.c
34	Select Preferred Treatment Option and Complete Preliminary Design. Submit with the annual progress report confirmation of compliance with this task.	Complete	WDR VI.C.7.c
35	Complete Financing Plan. Submit with the annual progress report a financing plan for the selected compliance project(s) and a schedule for obtaining funding.	Complete	WDR VI.C.7.c
36	Complete CEQA Documentation for Implementation of the Preferred Treatment Option. File CEQA Submit environmental documents to the State Clearinghouse.	Complete	WDR VI.C.7.c
37	Award Construction Bid. Submit a letter confirming and describing detailed information on awarded construction bid process (e.g., date awarded, company, etc.).	Complete	WDR VI.C.7.c
38	Obtain Funding. Submit with the annual progress report confirmation of compliance with this task.	1 June 2021	WDR VI.C.7.c
39	Complete Construction of Preferred Treatment Option. Submit construction approval documentation.	31 December 2023	WDR VI.C.7.c
40	Final Compliance. Submit report demonstrating compliance with the final effluent limits for nitrate plus nitrite.	1 June 2024	WDR VI.C.7.c
Intentionally left blank	Other Reports	Intentionally left blank	Intentionally left blank
41	Best Management Practices Plan for Salinity	1 October 2020	WDR VI.C.3.b

Report #	Technical Report	Due Date	CIWQS Report Name
42	Annual Report on implementation of Salinity Best Management Practices Plan	1 February 2021	WDR VI.C.3.b
43	Annual Report on implementation of Salinity Best Management Practices Plan	1 February 2022	WDR VI.C.3.b
44	Annual Report on implementation of Salinity Best Management Practices Plan	1 February 2023	WDR VI.C.3.b
45	Annual Report on implementation of Salinity Best Management Practices Plan	1 February 2024	WDR VI.C.3.b
46	Annual Report on implementation of Salinity Best Management Practices Plan	1 February 2025	WDR VI.C.3.b
47	Annual Pretreatment Reports	1 March 2021	MRP X.D.3
48	Annual Pretreatment Reports	1 March 2022	MRP X.D.3
49	Annual Pretreatment Reports	1 March 2023	MRP X.D.3
50	Annual Pretreatment Reports	1 March 2024	MRP X.D.3
51	Annual Pretreatment Reports	1 March 2025	MRP X.D.3
52	Recycled Water Policy Annual Report Submittal Confirmation	30 April 2020	MRP X.D.6
53	Recycled Water Policy Annual Report Submittal Confirmation	30 April 2021	MRP X.D.6
54	Recycled Water Policy Annual Report Submittal Confirmation	30 April 2022	MRP X.D.6
55	Recycled Water Policy Annual Report Submittal Confirmation	30 April 2023	MRP X.D.6
56	Recycled Water Policy Annual Report Submittal Confirmation	30 April 2024	MRP X.D.6

ROUTINE MONITORING FOR WASTEWATER NPDES COMPLIANCE

Parameter	Units	Proposed Analytical Method	Estimated Annual Quantity	Unit Cost	TOTAL COST	Turn Around Multipliers		
						24-hour	48-hour	5-day
Mercury, Total Recoverable	µg/L		4	\$	\$	%	%	%
Methylmercury	ng/L		4	\$	\$	%	%	%
Ammonia-Nitrogen (RL <= 0.5 mg/L)	mg/L		200	\$	\$	%	%	%
Biochemical Oxygen Demand, 5-day	mg/L		200	\$	\$	%	%	%
Conductivity	uS/cm		20	\$	\$	%	%	%
Hardness (as CaCO3)	mg/L		50	\$	\$	%	%	%
Total Kjeldahl Nitrogen	mg/L		2	\$	\$	%	%	%
Nitrate (as N)	mg/L		150	\$	\$	%	%	%
Nitrite (as N)	mg/L		150	\$	\$	%	%	%
Nitrate+Nitrite as N	mg/l		15	\$	\$	%	%	%
Total Dissolved Solids	mg/L		20	\$	\$	%	%	%
Total Suspended Solids	mg/L		50	\$	\$	%	%	%
Turbidity	NTU		25	\$	\$	%	%	%
TTHM (report individual species)	ug/L		12	\$	\$	%	%	%
Dissolved Organic Carbon	mg/L		70	\$	\$	%	%	%
Chlorpyrifos/Diazinon	ug/L		1	\$	\$	%	%	%
Standard Minerals (include all major anions / cations)			1	\$	\$	%	%	%
GRAND TOTAL					\$			

HAZARDOUS WASTE CHARACTERIZATION

Parameter	Units	Proposed Analytical Method	Estimated Annual Quantity	Unit Cost	TOTAL COST	Turn Around Multipliers		
						24-hour	48-hour	5-day
TTLIC Extraction			2	\$	\$	%	%	%
STLC Extraction			2	\$	\$	%	%	%
TCLP Extraction			2	\$	\$	%	%	%
CAM 17 Metals	mg/L		2	\$	\$	%	%	%
8260 VOCs	mg/kg		2	\$	\$	%	%	%
8270 SOCs	mg/kg		2	\$	\$	%	%	%
Single metal	mg/L		2	\$	\$	%	%	%
TPH as Gas, Diesel and Motor Oil	mg/L		2	\$	\$	%	%	%
%Total Solids	%		2	\$	\$	%	%	%
GRAND TOTAL					\$			

ANNUAL PRIORITY POLLUTANT TESTING

Parameter	Wastewater (units = ug/L)					Biosolids (units = mg/kg dry weight)				Turn Around Multipliers		
	Maximum Reporting Level	Proposed Analytical Method	Estimated Annual Quantity	Unit Cost	TOTAL COST	Proposed Analytical Method	Estimated Annual Quantity	Unit Cost	TOTAL COST	24-hour	48-hour	5-day
Metals / Other												
Antimony, Total	5		2	\$	\$		1	\$	\$	%	%	%
Arsenic, Total	10		2	\$	\$		1	\$	\$	%	%	%
Beryllium, Total	2		2	\$	\$		1	\$	\$	%	%	%
Cadmium, Total	0.5		2	\$	\$		1	\$	\$	%	%	%
Chromium, Total	50		2	\$	\$		1	\$	\$	%	%	%
Copper, Total	5		2	\$	\$		1	\$	\$	%	%	%
Lead, Total	2		2	\$	\$		1	\$	\$	%	%	%
Mercury, Total	0.5		2	\$	\$		1	\$	\$	%	%	%
Nickel, Total	50		2	\$	\$		1	\$	\$	%	%	%
Selenium, Total	5		2	\$	\$		1	\$	\$	%	%	%
Silver, Total	2		2	\$	\$		1	\$	\$	%	%	%
Thallium, Total	1		2	\$	\$		1	\$	\$	%	%	%
Zinc, Total	20		2	\$	\$		1	\$	\$	%	%	%
Cyanide, Total	5		2	\$	\$		1	\$	\$	%	%	%
Phenols, Total	--		2	\$	\$		1	\$	\$	%	%	%
Dioxin, (2,3,7,8 TCDD)	--		2	\$	\$		1	\$	\$	%	%	%
Volatiles												
acrolein	2		2	\$	\$		1	\$	\$	%	%	%
acrylonitrile	2		2	\$	\$		1	\$	\$	%	%	%
benzene	0.5		2	\$	\$		1	\$	\$	%	%	%
bromoform	0.5		2	\$	\$		1	\$	\$	%	%	%
carbon tetrachloride	0.5		2	\$	\$		1	\$	\$	%	%	%
chlorobenzene	0.5		2	\$	\$		1	\$	\$	%	%	%
chlorodibromomethane	0.5		2	\$	\$		1	\$	\$	%	%	%
chloroethane	0.5		2	\$	\$		1	\$	\$	%	%	%
2- chloroethyl vinyl ether	1		2	\$	\$		1	\$	\$	%	%	%
chloroform	2		2	\$	\$		1	\$	\$	%	%	%
dichlorobromomethane	0.5		2	\$	\$		1	\$	\$	%	%	%
1,1-dichloroethane	0.5		2	\$	\$		1	\$	\$	%	%	%
1,2-dichloroethane	0.5		2	\$	\$		1	\$	\$	%	%	%
1,1-dichloroethylene	0.5		2	\$	\$		1	\$	\$	%	%	%
1,2-dichloropropane	0.5		2	\$	\$		1	\$	\$	%	%	%
1,3-dichloropropylene	0.5		2	\$	\$		1	\$	\$	%	%	%
ethylbenzene	2		2	\$	\$		1	\$	\$	%	%	%
methyl bromide (Bromomethane)	1		2	\$	\$		1	\$	\$	%	%	%
methyl chloride (Chloromethane)	2		2	\$	\$		1	\$	\$	%	%	%
methylene chloride (Dichloromethane)	2		2	\$	\$		1	\$	\$	%	%	%
1,1,2,2-tetrachloroethane	0.5		2	\$	\$		1	\$	\$	%	%	%
tetrachloroethylene	0.5		2	\$	\$		1	\$	\$	%	%	%
toluene	2		2	\$	\$		1	\$	\$	%	%	%
1,2-trans-dichloroethylene	1		2	\$	\$		1	\$	\$	%	%	%
1,1,1-trichloroethane	0.5		2	\$	\$		1	\$	\$	%	%	%
1,1,2-trichloroethane	0.5		2	\$	\$		1	\$	\$	%	%	%
trichloroethylene	2		2	\$	\$		1	\$	\$	%	%	%
vinyl chloride	0.5		2	\$	\$		1	\$	\$	%	%	%

ANNUAL PRIORITY POLLUTANT TESTING

Parameter	Wastewater (units = ug/L)					Biosolids (units = mg/kg dry weight)				Turn Around Multipliers		
	Maximum Reporting Level	Proposed Analytical Method	Estimated Annual Quantity	Unit Cost	TOTAL COST	Proposed Analytical Method	Estimated Annual Quantity	Unit Cost	TOTAL COST	24-hour	48-hour	5-day
Acid/Base/Neutral Compounds												
2-chlorophenol	5		2	\$	\$		1	\$	\$	%	%	%
2,4-dichlorophenol	5		2	\$	\$		1	\$	\$	%	%	%
2,4-dimethylphenol	2		2	\$	\$		1	\$	\$	%	%	%
4,6-Dinitro-2-methylphenol	10		2	\$	\$		1	\$	\$	%	%	%
2,4-dinitrophenol	5		2	\$	\$		1	\$	\$	%	%	%
2-nitrophenol	10		2	\$	\$		1	\$	\$	%	%	%
4-nitrophenol	10		2	\$	\$		1	\$	\$	%	%	%
4-Chloro-3-methylphenol	5		2	\$	\$		1	\$	\$	%	%	%
pentachlorophenol	1		2	\$	\$		1	\$	\$	%	%	%
phenol	1		2	\$	\$		1	\$	\$	%	%	%
2,4,6-trichlorophenol	10		2	\$	\$		1	\$	\$	%	%	%
acenaphthene	1		2	\$	\$		1	\$	\$	%	%	%
acenaphthylene	10		2	\$	\$		1	\$	\$	%	%	%
anthracene	10		2	\$	\$		1	\$	\$	%	%	%
benzidine	5		2	\$	\$		1	\$	\$	%	%	%
benzo(a)anthracene 1,2-Benzanthracene	5		2	\$	\$		1	\$	\$	%	%	%
Benzo(a)pyrene (3,4-Benzopyrene)	2		2	\$	\$		1	\$	\$	%	%	%
3,4-benzofluoranthene	10		2	\$	\$		1	\$	\$	%	%	%
benzo(g,h,i)perylene	5		2	\$	\$		1	\$	\$	%	%	%
benzo(k)fluoranthene	2		2	\$	\$		1	\$	\$	%	%	%
bis(2-chloroethoxy)methane	5		2	\$	\$		1	\$	\$	%	%	%
bis(2-chloroethyl)ether	1		2	\$	\$		1	\$	\$	%	%	%
bis(2-chloroisopropyl)ether	10		2	\$	\$		1	\$	\$	%	%	%
bis(2-ethylhexyl)phthalate	5		2	\$	\$		1	\$	\$	%	%	%
4-bromophenyl phenyl ether	10		2	\$	\$		1	\$	\$	%	%	%
butylbenzyl phthalate	10		2	\$	\$		1	\$	\$	%	%	%
2-chloronaphthalene	10		2	\$	\$		1	\$	\$	%	%	%
4-chlorophenyl phenyl ether	5		2	\$	\$		1	\$	\$	%	%	%
chrysene	5		2	\$	\$		1	\$	\$	%	%	%
dibenzo(a,h)anthracene	0.1		2	\$	\$		1	\$	\$	%	%	%
1,2-dichlorobenzene	0.5		2	\$	\$		1	\$	\$	%	%	%
1,3-dichlorobenzene	0.5		2	\$	\$		1	\$	\$	%	%	%
1,4-dichlorobenzene	0.5		2	\$	\$		1	\$	\$	%	%	%
3,3'-dichlorobenzidine	5		2	\$	\$		1	\$	\$	%	%	%
diethyl phthalate	10		2	\$	\$		1	\$	\$	%	%	%
dimethyl phthalate	10		2	\$	\$		1	\$	\$	%	%	%
di-n-butyl phthalate	10		2	\$	\$		1	\$	\$	%	%	%
2,4-dinitrotoluene	5		2	\$	\$		1	\$	\$	%	%	%
2,6-dinitrotoluene	5		2	\$	\$		1	\$	\$	%	%	%
di-n-octyl phthalate	10		2	\$	\$		1	\$	\$	%	%	%
1,2-diphenylhydrazine (as azobenzene)	1		2	\$	\$		1	\$	\$	%	%	%
fluoranthene	10		2	\$	\$		1	\$	\$	%	%	%
fluorene	10		2	\$	\$		1	\$	\$	%	%	%
hexachlorobenzene	1		2	\$	\$		1	\$	\$	%	%	%
hexachlorobutadiene	1		2	\$	\$		1	\$	\$	%	%	%
hexachlorocyclopentadiene	5		2	\$	\$		1	\$	\$	%	%	%
hexachloroethane	1		2	\$	\$		1	\$	\$	%	%	%

ANNUAL PRIORITY POLLUTANT TESTING

Parameter	Wastewater (units = ug/L)					Biosolids (units = mg/kg dry weight)				Turn Around Multipliers		
	Maximum Reporting Level	Proposed Analytical Method	Estimated Annual Quantity	Unit Cost	TOTAL COST	Proposed Analytical Method	Estimated Annual Quantity	Unit Cost	TOTAL COST	24-hour	48-hour	5-day
indeno(1,2,3-c,d)pyrene	0.05		2	\$	\$		1	\$	\$	%	%	%
isophorone	1		2	\$	\$		1	\$	\$	%	%	%
naphthalene	10		2	\$	\$		1	\$	\$	%	%	%
nitrobenzene	10		2	\$	\$		1	\$	\$	%	%	%
N-nitrosodimethylamine	5		2	\$	\$		1	\$	\$	%	%	%
N-nitrosodi-n-propylamine	5		2	\$	\$		1	\$	\$	%	%	%
N-nitrosodiphenylamine	1		2	\$	\$		1	\$	\$	%	%	%
phenanthrene	5		2	\$	\$		1	\$	\$	%	%	%
pyrene	10		2	\$	\$		1	\$	\$	%	%	%
1,2,4-trichlorobenzene	1		2	\$	\$		1	\$	\$	%	%	%
OC Pesticides												
aldrin	0.005		2	\$	\$		1	\$	\$	%	%	%
alpha-BHC	0.01		2	\$	\$		1	\$	\$	%	%	%
beta-BHC	0.005		2	\$	\$		1	\$	\$	%	%	%
Lindane (gamma-Hexachlorocyclohexane)	0.5		2	\$	\$		1	\$	\$	%	%	%
delta-BHC	0.005		2	\$	\$		1	\$	\$	%	%	%
chlordan	0.1		2	\$	\$		1	\$	\$	%	%	%
4,4'-DDT	0.01		2	\$	\$		1	\$	\$	%	%	%
4,4'-DDE	0.05		2	\$	\$		1	\$	\$	%	%	%
4,4'-DDD	0.05		2	\$	\$		1	\$	\$	%	%	%
dieldrin	0.01		2	\$	\$		1	\$	\$	%	%	%
alpha-endosulfan	0.02		2	\$	\$		1	\$	\$	%	%	%
beta-endosulfan	0.01		2	\$	\$		1	\$	\$	%	%	%
endosulfan sulfate	0.01		2	\$	\$		1	\$	\$	%	%	%
endrin	0.01		2	\$	\$		1	\$	\$	%	%	%
endrin aldehyde	0.01		2	\$	\$		1	\$	\$	%	%	%
heptachlor	0.01		2	\$	\$		1	\$	\$	%	%	%
heptachlor epoxide	0.02		2	\$	\$		1	\$	\$	%	%	%
PCB-1242	0.5		2	\$	\$		1	\$	\$	%	%	%
PCB-1254	0.5		2	\$	\$		1	\$	\$	%	%	%
PCB-1221	0.5		2	\$	\$		1	\$	\$	%	%	%
PCB-1232	0.5		2	\$	\$		1	\$	\$	%	%	%
PCB-1248	0.5		2	\$	\$		1	\$	\$	%	%	%
PCB-1260	0.5		2	\$	\$		1	\$	\$	%	%	%
PCB-1016	0.5		2	\$	\$		1	\$	\$	%	%	%
toxaphene	--		2	\$	\$		1	\$	\$	%	%	%
Total Solids	--		N/A	\$	\$		1	\$	\$	%	%	%
Compositing, per sample portion	--		N/A	\$	\$		24	\$	\$	%	%	%
GRAND TOTAL					\$	GRAND TOTAL				\$		

* Note: During the Effluent Characterization Study, the wastewater quantity would increase to 8

EFFLUENT CHARACTERIZATION STUDY: ADDITIONAL ANALYTES

Parameter	Units	Maximum Reporting Level	Proposed Analytical Method	Estimated Annual Quantity	Unit Cost	TOTAL COST	Turn Around Multipliers		
							24-hour	48-hour	5-day
Volatile Organics									
2-Chloroethyl vinyl ether	ug/L			6	\$	\$	%	%	%
Acrolein	ug/L			6	\$	\$	%	%	%
Acrylonitrile	ug/L			6	\$	\$	%	%	%
Benzene	ug/L			6	\$	\$	%	%	%
Bromoform	ug/L			6	\$	\$	%	%	%
Carbon Tetrachloride	ug/L			6	\$	\$	%	%	%
Chlorobenzene	ug/L			6	\$	\$	%	%	%
Chloroethane	ug/L			6	\$	\$	%	%	%
Chloroform	ug/L			6	\$	\$	%	%	%
Methyl Chloride	ug/L			6	\$	\$	%	%	%
Dibromochloromethane	ug/L			6	\$	\$	%	%	%
Dichlorobromomethane	ug/L			6	\$	\$	%	%	%
Methylene Chloride	ug/L			6	\$	\$	%	%	%
Ethylbenzene	ug/L			6	\$	\$	%	%	%
Hexachlorobutadiene	ug/L			6	\$	\$	%	%	%
Methyl Bromide (Bromomethane)	ug/L			6	\$	\$	%	%	%
Naphthalene	ug/L			6	\$	\$	%	%	%
Tetrachloroethylene (PCE)	ug/L			6	\$	\$	%	%	%
Toluene	ug/L			6	\$	\$	%	%	%
trans-1,2-Dichloroethylene	ug/L			6	\$	\$	%	%	%
Trichloroethylene (TCE)	ug/L			6	\$	\$	%	%	%
Vinyl Chloride	ug/L			6	\$	\$	%	%	%
Methyl-tert-butyl ether (MTBE)	ug/L			6	\$	\$	%	%	%
1,1,1-Trichloroethane	ug/L			6	\$	\$	%	%	%
1,1,2-Trichloroethane	ug/L			6	\$	\$	%	%	%
1,1-Dichloroethane	ug/L			6	\$	\$	%	%	%
1,1-Dichloroethylene (DCE)	ug/L			6	\$	\$	%	%	%
1,2-Dichloropropane	ug/L			6	\$	\$	%	%	%
1,3-Dichloropropylene	ug/L			6	\$	\$	%	%	%
1,1,2,2-Tetrachloroethane	ug/L			6	\$	\$	%	%	%
1,2,4-Trichlorobenzene	ug/L			6	\$	\$	%	%	%
1,2-Dichloroethane	ug/L			6	\$	\$	%	%	%
1,2-Dichlorobenzene	ug/L			6	\$	\$	%	%	%
1,3-Dichlorobenzene	ug/L			6	\$	\$	%	%	%
1,4-Dichlorobenzene	ug/L			6	\$	\$	%	%	%
Semi-Volatile Organics									
Benzo(a)Anthracene	ug/L			6	\$	\$	%	%	%
1,2-Diphenylhydrazine	ug/L			6	\$	\$	%	%	%

EFFLUENT CHARACTERIZATION STUDY: ADDITIONAL ANALYTES

Parameter	Units	Maximum Reporting Level	Proposed Analytical Method	Estimated Annual Quantity	Unit Cost	TOTAL COST	Turn Around Multipliers		
							24-hour	48-hour	5-day
2-Chlorophenol	ug/L			6	\$	\$	%	%	%
2,4-Dichlorophenol	ug/L			6	\$	\$	%	%	%
2,4-Dimethylphenol	ug/L			6	\$	\$	%	%	%
2,4-Dinitrophenol	ug/L			6	\$	\$	%	%	%
2,4-Dinitrotoluene	ug/L			6	\$	\$	%	%	%
2,4,6-Trichlorophenol	ug/L			6	\$	\$	%	%	%
2,6-Dinitrotoluene	ug/L			6	\$	\$	%	%	%
2-Nitrophenol	ug/L			6	\$	\$	%	%	%
2-Chloronaphthalene	ug/L			6	\$	\$	%	%	%
3,3-Dichlorobenzidine	ug/L			6	\$	\$	%	%	%
Benzo(b)Fluoranthene	ug/L			6	\$	\$	%	%	%
4-Chloro-3-methylphenol	ug/L			6	\$	\$	%	%	%
2-Methyl-4,6-Dinitrophenol	ug/L			6	\$	\$	%	%	%
4-Nitrophenol	ug/L			6	\$	\$	%	%	%
4-Bromophenyl Phenyl Ether	ug/L			6	\$	\$	%	%	%
4-Chlorophenyl Phenyl Ether	ug/L			6	\$	\$	%	%	%
Acenaphthene	ug/L			6	\$	\$	%	%	%
Acenaphthylene	ug/L			6	\$	\$	%	%	%
Anthracene	ug/L			6	\$	\$	%	%	%
Benzidine	ug/L			6	\$	\$	%	%	%
Benzo(a)Pyrene	ug/L			6	\$	\$	%	%	%
Benzo(ghi)Perylene	ug/L			6	\$	\$	%	%	%
Benzo(k)Fluoranthene	ug/L			6	\$	\$	%	%	%
Bis (2-Chloroethoxy) Methane	ug/L			6	\$	\$	%	%	%
Bis (2-Chloroethyl) Ether	ug/L			6	\$	\$	%	%	%
Bis (2-Chloroisopropyl) Ether	ug/L			6	\$	\$	%	%	%
Bis(2-Ethylhexyl) Phthalate	ug/L			6	\$	\$	%	%	%
Butylbenzyl Phthalate	ug/L			6	\$	\$	%	%	%
Chrysene	ug/L			6	\$	\$	%	%	%
Di-n-butyl Phthalate	ug/L			6	\$	\$	%	%	%
Di-n-Octyl Phthalate	ug/L			6	\$	\$	%	%	%
Dibenzo(a,h)anthracene	ug/L			6	\$	\$	%	%	%
Diethyl Phthalate	ug/L			6	\$	\$	%	%	%
Dimethyl Phthalate	ug/L			6	\$	\$	%	%	%
Fluoranthene	ug/L			6	\$	\$	%	%	%
Fluorene	ug/L			6	\$	\$	%	%	%
Hexachlorobenzene	ug/L			6	\$	\$	%	%	%
Hexachlorocyclopentadiene	ug/L			6	\$	\$	%	%	%
Hexachloroethane	ug/L			6	\$	\$	%	%	%

EFFLUENT CHARACTERIZATION STUDY: ADDITIONAL ANALYTES

Parameter	Units	Maximum Reporting Level	Proposed Analytical Method	Estimated Annual Quantity	Unit Cost	TOTAL COST	Turn Around Multipliers		
							24-hour	48-hour	5-day
Indeno(1,2,3-cd) Pyrene	ug/L			6	\$	\$	%	%	%
Isophorone	ug/L			6	\$	\$	%	%	%
N-Nitrosodiphenylamine	ug/L			6	\$	\$	%	%	%
N-Nitrosodimethylamine	ug/L			6	\$	\$	%	%	%
N-Nitrosodi-n-Propylamine	ug/L			6	\$	\$	%	%	%
Nitrobenzene	ug/L			6	\$	\$	%	%	%
Pentachlorophenol (PCP)	ug/L			6	\$	\$	%	%	%
Phenanthrene	ug/L			6	\$	\$	%	%	%
Phenol	ug/L			6	\$	\$	%	%	%
Pyrene	ug/L			6	\$	\$	%	%	%
Inorganics									
Aluminum	ug/L			6	\$	\$	%	%	%
Antimony, Total	ug/L			6	\$	\$	%	%	%
Arsenic, Total	ug/L			6	\$	\$	%	%	%
Asbestos	ug/L			6	\$	\$	%	%	%
Beryllium, Total	ug/L			6	\$	\$	%	%	%
Cadmium, Total	ug/L			6	\$	\$	%	%	%
Chromium, Total	ug/L			6	\$	\$	%	%	%
Copper, Total	ug/L			6	\$	\$	%	%	%
Iron, Total	ug/L			6	\$	\$	%	%	%
Lead, Total	ug/L			6	\$	\$	%	%	%
Mercury, Total	ug/L			6	\$	\$	%	%	%
Mercury, Methyl	ug/L			6	\$	\$	%	%	%
Manganese, Total	ug/L			6	\$	\$	%	%	%
Nickel, Total	ug/L			6	\$	\$	%	%	%
Selenium, Total	ug/L			6	\$	\$	%	%	%
Silver, Total	ug/L			6	\$	\$	%	%	%
Thallium, Total	ug/L			6	\$	\$	%	%	%
Zinc, Total	ug/L			6	\$	\$	%	%	%
Non-Metals / Minerals									
Boron	ug/L			6	\$	\$	%	%	%
Chloride	mg/L			6	\$	\$	%	%	%
Cyanide, Total (as CN)	ug/L			6	\$	\$	%	%	%
Sulfate	mg/L			6	\$	\$	%	%	%
Sulfide (as S)	mg/L			6	\$	\$	%	%	%
Pesticide/PCB/Dioxin									
4,4-DDD	ug/L			6	\$	\$	%	%	%
4,4-DDE	ug/L			6	\$	\$	%	%	%
4,4-DDT	ug/L			6	\$	\$	%	%	%

EFFLUENT CHARACTERIZATION STUDY: ADDITIONAL ANALYTES

Parameter	Units	Maximum Reporting Level	Proposed Analytical Method	Estimated Annual Quantity	Unit Cost	TOTAL COST	Turn Around Multipliers		
							24-hour	48-hour	5-day
alpha-Endosulfan	ug/L			6	\$	\$	%	%	%
alpha-BHC (Benzene hexachloride)	ug/L			6	\$	\$	%	%	%
Aldrin	ug/L			6	\$	\$	%	%	%
beta-Endosulfan	ug/L			6	\$	\$	%	%	%
beta-BHC (Benzene hexachloride)	ug/L			6	\$	\$	%	%	%
Chlordane	ug/L			6	\$	\$	%	%	%
delta-BHC (Benzene hexachloride)	ug/L			6	\$	\$	%	%	%
Dieldrin	ug/L			6	\$	\$	%	%	%
Endosulfan Sulfate	ug/L			6	\$	\$	%	%	%
Endrin	ug/L			6	\$	\$	%	%	%
Endrin Aldehyde	ug/L			6	\$	\$	%	%	%
Heptachlor	ug/L			6	\$	\$	%	%	%
Heptachlor Epoxide	ug/L			6	\$	\$	%	%	%
gamma-BHC (Benzene hexachloride or Lindane)	ug/L			6	\$	\$	%	%	%
Polychlorinated Biphenyl (PCB) 1016	ug/L			6	\$	\$	%	%	%
PCB 1221	ug/L			6	\$	\$	%	%	%
PCB 1232	ug/L			6	\$	\$	%	%	%
PCB 1242	ug/L			6	\$	\$	%	%	%
PCB 1248	ug/L			6	\$	\$	%	%	%
PCB 1254	ug/L			6	\$	\$	%	%	%
PCB 1260	ug/L			6	\$	\$	%	%	%
Toxaphene	ug/L			6	\$	\$	%	%	%
2,3,7,8-TCDD (Dioxin)	ug/L			6	\$	\$	%	%	%
Non-Conventional									
Foaming Agents (MBAS)	mg/L			6	\$	\$	%	%	%
Dissolved Organic Carbon (DOC)	mg/L			6	\$	\$	%	%	%
Nutrients									
Phosphorus, Total (as P)	mg/L			6	\$	\$	%	%	%
Other Constituents of Concern									
1,2,3-Trichloropropane (TCP)	ug/L			6	\$	\$	%	%	%
Trichlorofluoromethane	ug/L			6	\$	\$	%	%	%
1,1,2-Trichloro-1,2,2-Trifluoroethane	ug/L			6	\$	\$	%	%	%
Styrene	ug/L			6	\$	\$	%	%	%
Xylenes	ug/L			6	\$	\$	%	%	%
Barium	ug/L			6	\$	\$	%	%	%
Fluoride	ug/L			6	\$	\$	%	%	%
Molybdenum	ug/L			6	\$	\$	%	%	%
Tributyltin	ug/L			6	\$	\$	%	%	%
Alachlor	ug/L			6	\$	\$	%	%	%

EFFLUENT CHARACTERIZATION STUDY: ADDITIONAL ANALYTES

Parameter	Units	Maximum Reporting Level	Proposed Analytical Method	Estimated Annual Quantity	Unit Cost	TOTAL COST	Turn Around Multipliers		
							24-hour	48-hour	5-day
Atrazine	ug/L			6	\$	\$	%	%	%
Bentazon	ug/L			6	\$	\$	%	%	%
Carbofuran	ug/L			6	\$	\$	%	%	%
2,4-D	ug/L			6	\$	\$	%	%	%
Dalapon	ug/L			6	\$	\$	%	%	%
1,2-Dibromo-3-chloropropane (DBCP)	ug/L			6	\$	\$	%	%	%
Di(2-ethylhexyl)adipate	ug/L			6	\$	\$	%	%	%
Dinoseb	ug/L			6	\$	\$	%	%	%
Diquat	ug/L			6	\$	\$	%	%	%
Endothal	ug/L			6	\$	\$	%	%	%
Ethylene Dibromide (EDB)	ug/L			6	\$	\$	%	%	%
Methoxychlor	ug/L			6	\$	\$	%	%	%
Molinate (Ordram)	ug/L			6	\$	\$	%	%	%
Oxamyl	ug/L			6	\$	\$	%	%	%
Picloram	ug/L			6	\$	\$	%	%	%
Simazine (Princep)	ug/L			6	\$	\$	%	%	%
Thiobencarb	ug/L			6	\$	\$	%	%	%
2,4,5-TP (Silvex)	ug/L			6	\$	\$	%	%	%
Chlorpyrifos	ug/L			6	\$	\$	%	%	%
Diazinon	ug/L			6	\$	\$	%	%	%
Pyrethroid Pesticides									
Total Bifenthrin	ng/L	1.3		6	\$	\$	%	%	%
Total Cyfluthrin	ng/L	1.3		6	\$	\$	%	%	%
Total Cypermethrin	ng/L	1.7		6	\$	\$	%	%	%
Total Esfenvalerate	ng/L	3.3		6	\$	\$	%	%	%
Total Lambda-cyhalothrin	ng/L	1.2		6	\$	\$	%	%	%
Total Permethrin	ng/L	10		6	\$	\$	%	%	%
GRAND TOTAL						\$			

Note: this sampling will take place every other month, from April 2026 to March 2027

Analytes already listed on Routine Wastewater page	
Methylmercury ²	included on WW page,
Nitrate (as N) ²	included on WW page,
Nitrite (as N) ²	included on WW page,

TITLE 22 DRINKING WATER AND SOURCE WATER COMPLIANCE

Parameter	Units	Estimated Annual Quantity	Proposed Analytical Method	Unit Cost	Extended Cost	Turn Around Multipliers		
						24-hour	48-hour	5-day
General Mineral (full suite)	various	6		\$	\$	%	%	%
General Physical (full suite)	various	6		\$	\$	%	%	%
Inorganic (incl metals)	various	6		\$	\$	%	%	%
Alkalinity-total	mg/L	30		\$	\$	%	%	%
Alkalinity - speciated	mg/L	30		\$	\$	%	%	%
UCMR5	UG/L	60		\$	\$	%	%	%
Aluminum	UG/L	4		\$	\$	%	%	%
Antimony, Total	UG/L	4		\$	\$	%	%	%
Arsenic	UG/L	4		\$	\$	%	%	%
Barium	UG/L	4		\$	\$	%	%	%
Beryllium, Total	UG/L	4		\$	\$	%	%	%
BHC-Gamma	UG/L	4		\$	\$	%	%	%
Bromodichloromethane	UG/L	4		\$	\$	%	%	%
Bromoform	UG/L	4		\$	\$	%	%	%
Cadmium	UG/L	4		\$	\$	%	%	%
Calcium	MG/L	4		\$	\$	%	%	%
Chlorobenzene	UG/L	4		\$	\$	%	%	%
Chloroform	UG/L	4		\$	\$	%	%	%
Chromium	UG/L	4		\$	\$	%	%	%
Color	UNITS	4		\$	\$	%	%	%
Combined Uranium	PC/L	4		\$	\$	%	%	%
Conductivity @ 25 C UMHOS/CM	UMHO/CM	4		\$	\$	%	%	%
Dibromoacetic Acid	UG/L	4		\$	\$	%	%	%
Dibromochloromethane	UG/L	4		\$	\$	%	%	%
Dichloroacetic Acid	UG/L	4		\$	\$	%	%	%
Hydroxide as Calcium Carbonate	MG/L	30		\$	\$	%	%	%
Iron	UG/L	4		\$	\$	%	%	%
Lasso (Alachlor)	UG/L	4		\$	\$	%	%	%
Magnesium	MG/L	4		\$	\$	%	%	%
Manganese	UG/L	4		\$	\$	%	%	%
Mercury	UG/L	4		\$	\$	%	%	%
Methyl Tert-Butyl Ether	UG/L	4		\$	\$	%	%	%
Molinate	UG/L	4		\$	\$	%	%	%

TITLE 22 DRINKING WATER AND SOURCE WATER COMPLIANCE

Parameter	Units	Estimated Annual Quantity	Proposed Analytical Method	Unit Cost	Extended Cost	Turn Around Multipliers		
						24-hour	48-hour	5-day
Monobromoacetic Acid	UG/L	4		\$	\$	%	%	%
Monochloroacetic Acid	UG/L	4		\$	\$	%	%	%
Nickel	UG/L	4		\$	\$	%	%	%
O-Dichlorobenzene	UG/L	4		\$	\$	%	%	%
Odor	TON	4		\$	\$	%	%	%
P-Dichlorobenzene	UG/L	4		\$	\$	%	%	%
pH	pH	4		\$	\$	%	%	%
Selenium	UG/L	4		\$	\$	%	%	%
Silver	UG/L	4		\$	\$	%	%	%
Sodium	MG/L	4		\$	\$	%	%	%
Thallium, Total	UG/L	4		\$	\$	%	%	%
Trichloroacetic Acid	UG/L	4		\$	\$	%	%	%
Zinc	UG/L	4		\$	\$	%	%	%
Total Coliform, HPC (Total Coliform, E. Coli, Chlorine Residuals)	UG/L	40		\$	\$	%	%	%
Cyanide, Total	MFL	4		\$	\$	%	%	%
	ug/L	1		\$	\$	%	%	%
Chloride	mg/L	30		\$	\$	%	%	%
Fluoride	mg/L	5		\$	\$	%	%	%
Nitrate-N	mg/L	50		\$	\$	%	%	%
Nitrite (as N)	mg/L	5		\$	\$	%	%	%
Bromide	mg/L	30		\$	\$	%	%	%
Sulfate	mg/L	30		\$	\$	%	%	%
Hardness (as CaCO3)	mg/L	5		\$	\$	%	%	%
Foaming agents (MBAS)	mg/L	5		\$	\$	%	%	%
NO2 + NO3-N	mg/L	5		\$	\$	%	%	%
Perchlorate	ug/L	6		\$	\$	%	%	%
Single Metals	mg/L	30		\$	\$	%	%	%
Lead/Copper (55 samples in 2021)	mg/L	60		\$	\$	%	%	%
Turbidity	NTU	5		\$	\$	%	%	%
Aggressive Index	AI	6		\$	\$	%	%	%
Odor, Threshold	TON	35		\$	\$	%	%	%
Apparent Color	units	35		\$	\$	%	%	%
Specific Conductance	uS/cm	30		\$	\$	%	%	%

TITLE 22 DRINKING WATER AND SOURCE WATER COMPLIANCE

Parameter	Units	Estimated Annual Quantity	Proposed Analytical Method	Unit Cost	Extended Cost	Turn Around Multipliers		
						24-hour	48-hour	5-day
Total Dissolved Solids	mg/L	55		\$	\$	%	%	%
Bromate	mg/L	15		\$	\$	%	%	%
TOC	mg/L	55		\$	\$	%	%	%
DOC	mg/L	15		\$	\$	%	%	%
EDB/DBCP	ug/L	4	40CFR141	\$	\$	%	%	%
Triazine Pesticides	ug/L	2	40CFR141	\$	\$	%	%	%
Chlor Pesticides and PCB	ug/L	2	40CFR141	\$	\$	%	%	%
Herbicides	ug/L	2	40CFR141	\$	\$	%	%	%
VOC	ug/L	4	40CFR141	\$	\$	%	%	%
DEHA/DEHP	ug/L	2	40CFR141	\$	\$	%	%	%
Carbamates	ug/L	2	40CFR141	\$	\$	%	%	%
Glyphosate	ug/L	2	40CFR141	\$	\$	%	%	%
Endothall	ug/L	4	40CFR141	\$	\$	%	%	%
UV254 absorbance	cm-1	15		\$	\$	%	%	%
SUVA	L/mg-M	15		\$	\$	%	%	%
ortho-Phosphate	mg/L	50		\$	\$	%	%	%
VOCs (Table 64444-A(a))*								
Benzene		4		\$	\$	%	%	%
Carbon Tetrachloride		4		\$	\$	%	%	%
1,2-Dichlorobenzene		4		\$	\$	%	%	%
1,4-Dichlorobenzene		4		\$	\$	%	%	%
1,1-Dichloroethane		4		\$	\$	%	%	%
1,2-Dichloroethane		4		\$	\$	%	%	%

INDUSTRIAL WASTE

Parameter	Analytical Method	Estimated Annual Quantity	Unit Cost	Extended Cost	Turn Around Multipliers		
					24-hour	48-hour	5-day
Oil and Grease	1664A	150	\$	\$	%	%	%
TRPH	1664A w/SGT	180	\$	\$	%	%	%
TPH-Full Scan (w/chromatograph)	8015M	25	\$	\$	%	%	%
TPH-Gas	8015M	10	\$	\$	%	%	%
TPH-Diesel	8015M	10	\$	\$	%	%	%
Pesticides	608	25	\$	\$	%	%	%
GC/MS Volatile Organics	624	50	\$	\$	%	%	%
GCIMS Volatile Organics	8260	25	\$	\$	%	%	%
GC/MS Semi Volatile Organics	625	50	\$	\$	%	%	%
GC/MS Semi Volatile Organics	8270	25	\$	\$	%	%	%
Total Suspended Solids (TSS)	40CFR136	180	\$	\$	%	%	%
Biochemical Oxygen Demand (BOD)	40CFR136	180	\$	\$	%	%	%
Chemical Oxygen Demand (COD)	40CFR136	25	\$	\$	%	%	%
Biochemical Oxygen Demand, 7-day	40CFR137	10	\$	\$	%	%	%
Total Settleable Solids	40CFR136	25	\$	\$	%	%	%
Total Dissolved Solids	40CFR136	150	\$	\$	%	%	%
Conductivity	120	25	\$	\$	%	%	%
Cadmium (Cd)	200 Series	150	\$	\$	%	%	%
Chromium (Cr)	200 Series	160	\$	\$	%	%	%
Hexavalent Chromium (Cr+6)	218.6	10	\$	\$	%	%	%
Copper (Cu)	200 Series	160	\$	\$	%	%	%
Nickel (Ni)	200 Series	160	\$	\$	%	%	%
Lead (Pb)	200 Series	180	\$	\$	%	%	%
Zinc (Zn)	200 Series	160	\$	\$	%	%	%
Cyanide (CN)	40CFR136	150	\$	\$	%	%	%
Cyanide Amenable (CN.A)	335.1	10	\$	\$	%	%	%
Silver (Ag)	200 Series	150	\$	\$	%	%	%

ATTACHMENT A
Turn Around Multipliers

Parameter	Analytical Method	Estimated Annual Quantity	Unit Cost	Extended Cost	Turn Around Multipliers		
					24-hour	48-hour	5-day
Arsenic (As)	200 Series	150	\$	\$	%	%	%
Mercury (Hg)	200 Series	160	\$	\$	%	%	%
Metals- CAM-17	6010	15	\$	\$	%	%	%
STLC Metals	Title 22	15	\$	\$	%	%	%
TTLC Metals	EPA Methods	15	\$	\$	%	%	%
RCR/VTCLP Metals (8)	6010	15	\$	\$	%	%	%
Ammonia	40CFR136	50	\$	\$	%	%	%
E. Coli	EPA Methods	100	\$	\$	%	%	%
Total Coliform	EPA Methods	50	\$	\$	%	%	%
Fecal Coliform	EPA Methods	50	\$	\$	%	%	%
Enterococcus	EPA Methods	50	\$	\$	%	%	%
Potassium (K)	EPA Methods	150	\$	\$	%	%	%
Magnesium (Mg)	40CFR136	150	\$	\$	%	%	%
Sodium (Na)	40CFR136	150	\$	\$	%	%	%
Calcium (Ca)	40CFR136	150	\$	\$	%	%	%
Bicarbonate (CaCO ₃)	40CFR136	150	\$	\$	%	%	%
Ammonium (NH ₄)	40CFR136	150	\$	\$	%	%	%
Chloride (Cl)	40CFR136	150	\$	\$	%	%	%
Nitrate (NO ₃)	40CFR136	150	\$	\$	%	%	%
Sulfate (SO ₄)	40CFR136	150	\$	\$	%	%	%
MBAS Surfactants	425.1	25	\$	\$	%	%	%
Methanol	40CFR136	25	\$	\$	%	%	%
Ethanol	40CFR136	25	\$	\$	%	%	%
BTEX	8015/8260	25	\$	\$	%	%	%
MTBE	8260	25	\$	\$	%	%	%
TBA	8260	25	\$	\$	%	%	%
DIPE	8260	25	\$	\$	%	%	%
ETBE	8260	25	\$	\$	%	%	%
TAME	8260	25	\$	\$	%	%	%

ATTACHMENT A
Turn Around Multipliers

Parameter	Analytical Method	Estimated Annual Quantity	Unit Cost	Extended Cost	Turn Around Multipliers		
					24-hour	48-hour	5-day
1,2-DCA	8260	25	\$	\$	%	%	%
EDB	624/8260	25	\$	\$	%	%	%
DBCP	624/8260	25	\$	\$	%	%	%
PCB's	508/608	10	\$	\$	%	%	%
Polynuclear Aromatic Hydrocarbons	610	10	\$	\$	%	%	%
Phenols	625	10	\$	\$	%	%	%
Dioxin	EPA Methods	10	\$	\$	%	%	%
Formaldehyde	EPA 8315	10	\$	\$	%	%	%
Reactivity/Corrosivity/Ignitability	EPA Methods	10	\$	\$	%	%	%
Flash Point (Ignitability)	1010	10	\$	\$	%	%	%
Bioassay - Hazardous Waste, Static	Title 22	15	\$	\$	%	%	%
GRAND TOTAL				\$			



**REQUEST FOR SEALED BIDS
MUNICIPAL UTILITIES DEPARTMENT LAB SERVICES
FOR THE CITY OF STOCKTON, CALIFORNIA
PUR 25-022**

**BIDS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 PM PST, Thursday February 20, 2025
ELECTRONICALLY AT city.clerk@stocktonca.gov**

INVITATION FOR SEALED BID
MUNICIPAL UTILITIES DEPARTMENT LAB SERVICES
PROJECT 25-022

IFB INFORMATION	
Contact	Sabrina Brewer
Email Address	stocktonbids@stocktonca.gov
Due Date for Questions and Clarifications	January 30, 2025; 2:00 PM PST
Due Date for Response to Questions/Clarifications	February 6, 2025; 2:00 PM PST
IFB Submittal Electronic Mail	city.clerk@stocktonca.gov
IFB Submittal Due Date & Time	Thursday, February 20, 2025; 2:00 PM PST Proposal shall be electronically delivered to the email address above at or before the hour stated. Proposals arriving after the opening deadline will not be accepted.
Notification of Intent to Award	TBD
Anticipated Date for Council Approval	Tentative May 13,2025

INVITATION FOR SEALED BID
MUNICIPAL UTILITIES DEPARTMENT LAB SERVICES
PROJECT 25-022

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MUNICIPAL UTILITIES DEPARTMENT LAB SERVICES
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CITY OF STOCKTON
INVITATION FOR SEALED BIDS

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the City of Stockton, California for specifications for **MUNICIPAL UTILITIES DEPARTMENT LAB SERVICES PUR 25-022** in strict accordance with the specifications.

The City of Stockton is a Charter City incorporated in 1850. The City is the county seat of San Joaquin County and is located in California's San Joaquin Valley, 78 miles east of the San Francisco Bay Area, 337 miles north of Los Angeles and 40 miles south of Sacramento. The County is bound by Sacramento County to the north and Stanislaus County to the south. Approximately 310,000 residents live in Stockton.

The Stockton Municipal Utilities Department (MUD) manages, operates and maintains three utility enterprises; Water, Wastewater and Stormwater. The Laboratory, which services the three enterprises, is the subject of this Invitation for Bids.

The services to be provided to the Municipal Utilities Department include laboratory testing services for routine wastewater final effluent in accordance with the City's National Pollution Discharge Elimination System (NPDES) Permit; hazardous material characterization testing; annual priority pollutants testing; industrial pretreatment testing; and drinking water analysis in accordance with Title 22 regulations.

The bid specifications and forms can be obtained from the City of Stockton's website at www.stocktonca.gov/mudbid and must be electronically delivered to city.clerk@stocktonca.gov up to but not later than **2:00 pm on Thursday, February 20, 2025.**

The City reserves the right to reject any and/or all bids received.

Information on Bid Process/Clarification/Technical Data

Sabrina Brewer, Procurement Division
(209) 937-8357
e-mail: stocktonbids@stocktonca.gov

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

Dated: January 16, 2025

KATHERINE ROLAND, CMC, CITY CLERK
CITY OF STOCKTON

CITY OF STOCKTON
INVITATION FOR SEALED BIDS**1.0 GENERAL INFORMATION****1.1 REQUEST FOR SEALED BID**

The purpose of this sealed bid is to request bidders to present their qualifications and capabilities to provide The City of Stockton is a Charter City incorporated in 1850. The City is the county seat of San Joaquin County and is located in California's San Joaquin Valley, 78 miles east of the San Francisco Bay Area, 337 miles north of Los Angeles and 40 miles south of Sacramento. The County is bound by Sacramento County to the north and Stanislaus County to the south. Approximately 310,000 residents live in Stockton.

The Stockton Municipal Utilities Department (MUD) manages, operates and maintains three utility enterprises; Water, Wastewater and Stormwater. The Laboratory, which services the three enterprises, is the subject of this Invitation for Bids. Municipal Utilities Department Lab Services 25-022 for the City of Stockton.

1.2 INVITATION TO SUBMIT A BID

Bids shall be submitted no later than **2:00 pm, on Thursday, February 20, 2025.**

The bid should be identified in the Subject of " Municipal Utilities Department Lab for the City of Stockton PUR 25-022." Any bid received after the due date and time indicated will not be accepted and will be deemed rejected and returned, unopened, to the bidder.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS

Bidders must comply with City of Stockton Municipal Code (SMC) Section 3.68.095, Ordinance No. 011-09 adopted Sept. 1, 2009, effective Oct. 1, 2009.

CITY OF STOCKTON
INVITATION FOR SEALED BIDS**1.5 CONSEQUENCE OF SUBMISSION OF BID**

- A. The City shall not be obligated to respond to any bid submitted nor be legally bound in any manner by the submission of a bid.
- B. Acceptance by the City of a bid obligates the bidder to enter into a contract with the City.
- C. A contract shall not be binding or valid against the City unless or until it is executed by the City and the bidder.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.6 EXAMINATION OF BID MATERIALS

The submission of a bid shall be deemed a representation and warranty by the bidder that it has investigated all aspects of the bid, that it is aware of the applicable facts pertaining to the bid process and its procedures and requirements, and that it has read and understands the bid. No request for modification of the provisions of the bid shall be considered after its submission on the grounds the bidder was not fully informed as to any fact or condition. Statistical information which may be contained in the bid or any addendum thereto is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.7 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of a bid shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: SABRINA BREWER
PROCUREMENT DIVISION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
stocktonbids@stocktonca.gov

Such request for clarification shall be delivered to the City by 2:00 pm on **Thursday, January 30, 2025**. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/mudbid by **Thursday, February 6, 2025**, and will become a part of the bid addendum. The bidder should await responses to inquires prior to submitting a bid.

CITY OF STOCKTON
INVITATION FOR SEALED BIDS

1.8 DISQUALIFICATION

Any of the following may be considered cause to disqualify a bidder without further consideration:

- A. Evidence of collusion among bidders;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. Any attempt to communicate in any manner with a City of Stockton elected official during the bid process will, and shall be, just cause for disqualification/rejection of bidder's bid submittal and considered non-responsive.
- D. A bidder's default in any operation of a contract which resulted in termination of that contract; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between bidder and the City.
- F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

1.9 BID REJECTED

A bid shall be prepared and submitted in accordance with the provisions of these bid instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a bid may be sufficient grounds for rejection of the bid. The City has the right to waive any defects in a bid if the City chooses to do so. The City may not accept a bid if:

- A. Any of the bid forms are left blank or are materially altered;
- B. Any document or item necessary for the proper evaluation of the bid is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.10 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The bidder assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If bidder's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the vendor of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another

CITY OF STOCKTON
INVITATION FOR SEALED BIDS

process which is comparable to that which is required prior to submission of a bid.

1.11 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful bidder.

Bidder must possess Documentation of the State of California Environmental Laboratory Accreditation Program (ELAP) Certification is required in the form of a copy of the ELAP Permit for the contract laboratory and each subcontract laboratory used. The contract laboratory and all subcontractors must submit the current ELAP/NELAP/TNI certification with approved analysis to perform the work specified within these documents.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.12 INSURANCE REQUIREMENTS

Bidder, at Bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 1 (or Exhibit B of the sample contract).

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City to Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract, and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Bidder shall assert that these insurance requirements will be met as part of their proposal response. *Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive.* Bidder shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. *It is strongly suggested that insurance requirements be reviewed with Bidder's broker to ensure any additional costs are included in the proposal pricing component.*

Any questions pertaining to insurance requirements, please contact City of Stockton Risk Services at (209) 937-5037.

1.13 HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers

CITY OF STOCKTON
INVITATION FOR SEALED BIDS

from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

1.14 APPLICABLE LAW

Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

1.15 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City. Invoices are to be rendered monthly.

1.16 NOTICE TO OUT-OF-STATE VENDOR

The City of Stockton will pay all applicable sales/use tax directly to the State of California for this purchase.

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Procurement Division at (209) 937-8357.

1.17 TERM

The City plans to establish a five (5) year contract with no option to renew.

CITY OF STOCKTON
INVITATION FOR SEALED BIDS**1.18 COMPETITIVE PRICING**

Bidder warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of bidder. If bidder enters into any arrangements with another customer of bidder to provide product under more favorable charges, economic or product terms or warranties, bidder shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.19 FUNDING

Any contract which results from this bid will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.20 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant contract for convenience by providing a sixty (60) calendar day advance notice unless otherwise stated in writing.

1.21 AUDITING OF CHARGES & SERVICES

The City reserves the right to periodically audit all charges and services made by the bidder to the City for services provided under the contract. Upon request, the bidder agrees to furnish the City with necessary information and assistance.

1.22 BID SECURITY

Every bid offered shall be accompanied by an acceptable financial instrument (bidder's bond, certified or cashier's check) in favor of and payable at sight to the City of Stockton for an amount not less than **\$0.00** or a bidder's bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California, made out in favor of the CITY OF STOCKTON for an amount not less than **\$0.00** and no bid shall be considered unless accompanied by such certified or cashier's check or bidder's bond.

If bidder elects to accompany their bid with a bidder's bond, then said bond shall state on its face that, "in the event the person, firm, or corporation is awarded the contract and the said bidder shall fail, neglect, or refuse to enter into a contract to said equipment or materials, then the amount therein mentioned in the bidder's bond accompanying the bid of said person, firm, or corporation shall be declared to be forfeited to the City."

In the event that the person, firm, or corporation to whom said contract may be awarded fails, neglects, or refuses to enter into contract to furnish said equipment, materials or services, as hereinbefore provided within thirty (30) days of award,

CITY OF STOCKTON
INVITATION FOR SEALED BIDS

then the cashier's check, or certified check and the amount therein mentioned, accompanying the bid of said person, firm, or corporation, shall be declared to be forfeited to said City; or, if non-complying bidder has accompanied their bid with a bidder's bond, appropriate legal action to collect the bidder's bond, shall be undertaken.

As information, the City will **NOT** accept company or personal checks for bid security.

1.23 CONTRACT BONDS

The successful bidder will be required to furnish the City of Stockton with a Faithful Performance Bond in the amount of **10 %** and shall be furnished concurrently with the signing of the contract.

The surety which provides the bond(s) must be authorized by the Insurance Commissioner to transact business of insurance in the State of California.

Said bonds shall be executed by the surety and contractor concurrently with the signing of the contract. The form of said bonds must be approved by the appropriate City departments.

All alterations, extension of time, extra and additional work, and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

1.24 AWARD

Upon conclusion of the bid process, a contract may be awarded for PUR 25-022

The City reserves the right to make an award on any item, quantity of any item, group of items, or in the aggregate to that/those bidder(s) whose bid(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all bids, or alternate bids, or waive any informality in the bid as is in the City's best interest.

Consideration will be given in comparing bids and awarding a contract, not only to the dollar amount of the bids, but also to:

- Kind
- Suitability
- Warranties
- Trade-in
- Buy-back agreement
- Salvage value
- Standardization

CITY OF STOCKTON
INVITATION FOR SEALED BIDS

- Delivery time
- Any other criteria as best suits the City of Stockton
- Compatibility resulting in the lowest ultimate cost; Best value to the City

1.25 CHANGES

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the bidder or as recommended by the bidder's project manager, pursuant to the adopted City of Stockton Standard Specifications.

1.26 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful bidder and be liable directly to the successful bidder, holding the City of Stockton harmless.

1.27 LIQUIDATED DAMAGES

Liquidated damages in the amount of DOLLAR AMOUNT dollars per day will be assessed per each working day over the N/A allotted for this project.

1.28 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.29 CONFIDENTIALITY

If bidder believes that portions of a bid constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the bidder must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the bid which the bidder believes to be protected from disclosure. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The bidder is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

CITY OF STOCKTON
INVITATION FOR SEALED BIDS**1.30 JOB WALK**

N/A

1.31 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION REQUIREMENTS

Prevailing wage rates are required for this project according to State and Federal Labor laws. Prevailing wage rates can be found by logging on to <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1771.1(a): 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 Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Department of Industrial Relations- Contractor Registration information and web link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

1.32 CONTRACTOR'S SAFETY RESPONSIBILITY

The scope of work for this project has been reviewed for special risks or hidden dangers that may be present to employees of the bidder or any subcontractor. The

CITY OF STOCKTON
INVITATION FOR SEALED BIDS

bidder is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the bidder is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.

1.31 PROTEST POLICY

Protest and Appeal Procedures. In order to maintain fairness and impartiality, the City of Stockton has established a solicitation protest policy and procedure.

PROTEST PROCEDURE

- A. All protests must be in writing and stated as a formal protest.
- B. The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
- C. The solicitation process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to the solicitation process and procedures, including evaluation criteria, should be raised, and addressed, if at all, prior to the bid/proposal due date and time to allow adjustments before evaluation of the solicitation. The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.
- D. Protests must be filed with the City's Chief Financial Officer, or designee, not later than five (5) days after the date the City mails and or posts on the City's Bid Flash platform, the Letter of Intent to Award.
- E. Deliveries of the protest by hand, mail, email are acceptable.
- F. The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines.

PROTEST REVIEW

- A. The Chief Financial Officer or designee shall respond in writing to material issues raised in the protest within thirty (30) days of receipt of the protest letter.
- B. The Chief Financial Officer's, or designee 's, administrative decision may be appealed in writing to the City Manager no later than (5) business days after the date the Chief Financial Officer's, or designee's decision has been made.
- C. The City Manager shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Chief Financial Officer, or designee.
- D. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.
- E. The City Manager's administrative decision is final. After the City Manager issues the final administrative decision, the time in which judicial review of the decision must be sought shall be governed by California Code of Civil Procedure Section 1094 or as such section may be amended from time to time.
- F. If the protested procurement involves state or federal funds, the Chief Financial Officer, or designee, shall give notice to the interested party

CITY OF STOCKTON
INVITATION FOR SEALED BIDS

that he or she has the right to appeal to the appropriate agency, which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).

- G. The City may require the protesting party to submit a City Council approved non-refundable protest fee to cover the administrative cost of processing the protest.

2.0 BACKGROUND/GENERAL NATURE OF SERVICE

The City of Stockton is a Charter City incorporated in 1850. The City is the county seat of San Joaquin County and is located in California's San Joaquin Valley, 78 miles east of the San Francisco Bay Area, 337 miles north of Los Angeles and 40 miles south of Sacramento. The County is bound by Sacramento County to the north and Stanislaus County to the south. Approximately 310,000 residents live in Stockton.

The Stockton Municipal Utilities Department (MUD) manages, operates and maintains three utility enterprises; Water, Wastewater and Stormwater. The Laboratory, which services the three enterprises, is the subject of this Invitation for Bids.

2.1 SCOPE OF SERVICES

1. Services supplied under this contract consist, in general, of:
 - Monthly testing for National Pollution Discharge Elimination System (NPDES) Permit final effluent for wastewater; and
 - Annual Priority Pollutant testing for Wastewater, including influent, effluent, and biosolids, according to the NPDES permit requirements; and
 - Title 22 Analysis for Drinking Water; and
 - Industrial and wastewater hauler testing.
2. Contractor shall provide all labor, tools and supplies necessary to complete the requirements of these contracts.
3. All wastewater testing criteria, including but not limited to Maximum Reporting Level, Minimum (or Reporting) Levels, and Method Detection Limits are as stated in Attachment E of the City's NPDES Permit, attached to this scope as Attachment A.
4. Documentation of the State of California Environmental Laboratory Accreditation Program (ELAP) Certification is required in the form of a copy of the ELAP Permit for the contract laboratory and each subcontract laboratory used. The contract laboratory and all subcontractors must submit the current ELAP/NELAP/TNI certification with approved analysis.
5. As part of a Quality Assurance Program conducted by the US EPA and the State of California, all major permittees under NPDES Permits, including the City of Stockton, must participate in performance evaluation studies. Contract laboratories must also participate in these studies. Any

CITY OF STOCKTON
INVITATION FOR SEALED BIDS

performance evaluation rating, if not acceptable for the analyses of these samples by the contract laboratory, may invalidate the remainder of the contract. It will also prohibit bids on future contracts until the matter is resolved to the satisfaction of all regulatory authorities.

6. Normal turn-around time must be no more than 10 business days. In addition, provide any incremental surcharge for 24-hour, 48-hour and 5-day turnaround time for each analysis.
7. Pick-up schedule at City location will be at a minimum of twice a week, unless specified otherwise below. Pick-ups may occasionally be needed on Fridays or weekends, if necessary.
8. The mailing or shipping of samples from Stockton to a contract laboratory is not acceptable. The Contractor must provide for courier service to transport samples on the same day they are sampled directly from the Regional Water Control Facility to the laboratory performing the analyses. Resampling resulting from holding time exceedance because of courier delay is not acceptable.
9. Any shipping costs will be bidder/contractor lab's responsibility.
10. Contractor lab and/or subcontractors will supply all bottles/containers/chain of custody (COC) for test analysis.
11. All data and reports will be transferred via email and electronic data download (EDD) formatted to allow for data transfer to various reporting databases. At a minimum, and for the purposes of this bid, the data shall be transferred in csv format. All information from COC will be transferred verbatim.
12. Contractor lab should be prepared to provide preliminary report numbers upon request.
13. The City of Stockton reserves the right to send samples to other analytical laboratories as deemed necessary.
14. The contractor shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY. In no event shall subcontract work exceed 10% of the contract amount, excluding specialized services.
15. Must submit three references from current customers from within the last twelve months.
16. The lab tests and estimated quantities listed in Section 2.1 represent the best known information available. The actual tests required and the quantity may vary. Any additional testing services required by the City will be agreed upon by both parties prior to proceeding with the additional work.
17. These tasks are reflective of those required by current regulations and permits. Any changes to the testing and reporting criteria due to regulatory or permit changes may result in changes to these tasks. Any changes to the tasks will be with the consent of both parties.

CITY OF STOCKTON
INVITATION FOR SEALED BIDS**WASTEWATER ANALYTICAL LABORATORY REQUIREMENTS**

1. All wastewater testing criteria, including but not limited to Maximum Reporting Level, Minimum (or Reporting) Levels, and Method Detection Limits are as stated in Attachment E of the City's NPDES Permit, attached to this bid as Attachment A.
2. Bidder/contractor lab must establish calibration standards so that the lowest calibration standard is less than or equal to the Minimum Limit (ML).
3. A copy of an actual report that includes MDLs and RLs for all constituents must be submitted.
4. The analytical results page must contain at a minimum, the following information:
 - 1) Project name/title (provided by the City on the Chain-of-Custody form)
 - 2) Sample ID or location codes
 - 3) Sample collection date and time
 - 4) Parameter or analyte name and method number
 - 5) Method detection limit (MDL)
 - 6) Reporting limit (RL)
 - 7) Preparation date, time, batch ID and analyst ID
 - 8) Analysis date, time, batch ID and analyst ID
 - 9) Indication if result is >MDL and <RL by a qualifier (J or DNQ flag) or Comment
 - 10) Quality control (QC) data shall include both MDLs and RLs for all blank QC samples reported.
5. All analyses must be completed within hold times required under 40 CFR Part 136 for wastewater.

HAZARDOUS WASTE CHARACTERIZATION ANALYTICAL LABORATORY REQUIREMENTS

1. All wastewater testing criteria, including but not limited to Maximum Reporting Level, Minimum (or Reporting) Levels, and Method Detection Limits are as stated in Attachment E of the City's NPDES Permit, attached to this bid as Attachment A.
2. Bidder/contractor lab must establish calibration standards so that the lowest calibration standard is less than or equal to the Minimum Limit (ML).
3. A copy of an actual report that includes MDLs and RLs for all constituents must be submitted.

CITY OF STOCKTON
INVITATION FOR SEALED BIDS

4. The analytical results page must contain at a minimum, the following information:
 - 1) Project name/title (provided by the City on the Chain-of-Custody form)
 - 2) Sample ID or location codes
 - 3) Sample collection date and time
 - 4) Parameter or analyte name and method number
 - 5) Method detection limit (MDL)
 - 6) Reporting limit (RL)
 - 7) Preparation date, time, batch ID and analyst ID
 - 8) Analysis date, time, batch ID and analyst ID
 - 9) Indication if result is >MDL and <RL by a qualifier (J or DNQ flag) or Comment
 - 10) Quality control (QC) data shall include both MDLs and RLs for all blank QC samples reported.

DRINKING WATER LABORATORY REQUIREMENTS

1. Drinking water reporting shall comply with the State's requirements.
2. Bidder/contractor lab must establish calibration standards so that the lowest calibration standard is less than or equal to the State required Detection Limit for Reporting (DLR).
3. The analytical report must contain at a minimum, the following information:
 - 1) Project name/title (provided by the City on the Chain-of-Custody form)
 - 2) Sample ID or location codes
 - 3) Sample collection date and time
 - 4) Parameter or analyte name and method number
 - 5) Reporting limit (RL)
 - 6) Preparation date, time, batch ID and analyst ID
 - 7) Analysis date, time, batch ID and analyst ID
4. All analyses must be performed within the requirements of 40 CFR Part 141 for water, including hold times.
5. Data must be submitted electronically to the State's Write-On database by the 10th of each subsequent month.
6. Primary Maximum Contaminant Level Exceedances shall be reported directly to City Laboratory staff immediately. E-mails, voice messages, or any other communication other than direct contact will not be accepted as

CITY OF STOCKTON
INVITATION FOR SEALED BIDS

sufficient notification.

INDUSTRIAL WASTE TESTING REQUIREMENTS

1. Electronic analytical results reporting and invoicing by email to individual EC staff as specified on each chain of custody form. Sample results, QA/QC, and invoice must be submitted together.
2. Scheduled courier sample pick-up at MUD is required at a minimum of twice per week (Tuesdays and Thursdays) between 2:30 and 4:00 pm. Additional pick-up days must be accommodated due to special, unexpected sampling events. The courier must be available to pick up samples at MUD any day of the week, at a minimum Monday through Friday, and possibly some weekends.
3. Certified and pre-preserved sample containers delivered to Environmental Control on an as-needed basis for all sampling parameters listed below.
4. All EPA 8015M (TPH - Full Scan, including Diesel, Hydraulic Oil, Kerosene, Mineral Oil, and Motor Oil) sample results must include chromatographs.
5. All samples must be analyzed using EPA approved methods listed in 40 CFR 136, unless otherwise specified.

2.2 PRICING AND TYPES OF TESTING

The following tables show the types of testing services that will be required. Provide the individual pricing and totals on each form, then transfer the total to the BID TO BE SUBMITTED page. These tables are also available in Excel format on the BidFlash project page under the heading, "Plans, Attachments, Agendas". Any submitted copies of the spreadsheets shall be in the order and format shown below.

CITY OF STOCKTON
INVITATION FOR SEALED BIDS

BIDDER'S CHECKLIST

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE ONLY. IT IS NOT REQUIRED TO BE SUBMITTED WITH BID.

Complete the following bid documents (FROM THIS PACKET ONLY SUBMIT PAGES 15 to 19, along with any illustrations/brochures):

	1. Bid Documents Cover Page*
	2. Cost Table for Products and Services (Recheck your math on each item extension and total column. Do not superimpose numerals on your bid forms. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid) *
	3. Bidders Agreement*
	4. Non-Collusion Affidavit - Sign and notarize by jurat certificate the "Non- Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
	5. Sub-Contractor List*
	6. Include your \$0.00 bidder's security, bidder's bond, certified or cashier's check. * NOTE: As information, the City will NOT accept company or personal checks for bid security.
	7. Any Addendum Acknowledgements. Print and sign all Addendums on the City's website at www.stocktonca.gov/mudbid listed under the PUR 25-022 and submit with Bid response. *

Email bid to City Clerk's Office at city.clerk@stocktonca.gov, before THURSDAY, February 20, 2025 AT 2:00 PM. Bid shall be marked "Bid" and indicate MUNICIPAL UTILITIES DEPARTMENT LAB SERVICES, PUR 25-022, February 20, 2025.

CONTACT INFORMATION:

Information on Bid Process/Clarification/Technical Data
Sabrina Brewer, Procurement Specialist II
(209) 937-8357
e-mail: stocktonbids@stocktonca.gov

- *If not completed as required, your bid may be voided.
- ***DISCLAIMER:** The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.
- *THIS FORM IS FOR YOUR INFORMATION ONLY AND DOES NOT NEED TO BE SUBMITTED WITH YOUR BID.

MUNICIPAL UTILITIES DEPARTMENT LAB SERVICES
PUR 25-022
FEBRUARY 20,2025

BID DOCUMENTS

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

MUNICIPAL UTILITIES DEPARTMENT LAB SERVICES
PUR 25-022
FEBRUARY 20,2025

COST TABLE FOR PRODUCTS AND SERVICES

Description	Year 1 Pricing
Routine Monitoring for Wastewater NPDES Compliance	\$
Hazardous Waste Characterization Testing	\$
Annual Priority Pollutant Testing	\$
Title 22 Drinking Water Compliance	\$
Industrial Waste and Wastewater Hauler Testing	\$
GRAND TOTAL	\$

The bidder warrants this pricing for the contract term period. Annual cost adjustments up to three percent (3%) may be requested. Any adjustments exceeding this amount must be accompanied by evidence satisfactory to the City documenting the reason for and actual cost of the increase. All five (5) pricing tables are attached.

If the prime lab intends to use subcontractors, a list shall be provided with this bid.

Company Name (Please Print)

Signed By

Date

Name Printed

Phone Number

Address

NOTE: Bidders are to mark their sealed bids to clearly indicate the content as:
MUNICIPAL UTILITIES DEPARTMENT LAB SERVICES
PUR 25-022
FEBRUARY 20,2025

IF YOU DO NOT WISH TO BID, PLEASE RETURN YOUR BID IMMEDIATELY STATING REASON.

BIDDER’S AGREEMENT

In submitting this bid, as herein described, the bidder agrees that:

- 1. They have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of same.
- 2. They have reviewed and understand all clarifications/questions/answers on the City’s website at www.stocktonca.gov/mudbid
- 3. They will enter into written contract and furnish the item(s)/service(s) in the time specified in strict conformity with the specifications and conditions contained therein for the price quoted by the bidder on this bid.
- 4. The proposed price is inclusive of all freight and handling charges and includes delivery to the City of Stockton, Municipal Service Center, or if specified, to the alternate point of delivery shown in the specifications.
- 5. They have signed and notarized the attached Non-Collusion Affidavit form whether individual, corporate or partnership. Must be “A Jurat” notarization.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

E-MAIL ADDRESS

NOTE: Bids are invalid which are unsigned, or not accompanied by **\$0.00** bid deposit or a bidder’s bond. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid. Bids shall be emailed or delivered to:

city.clerk@stocktonca.gov

On or before **2:00 p.m. Thursday, February 20, 2025**, and publicly opened immediately thereafter in the City Council Chambers.

NON-COLLUSION
AFFIDAVIT FOR INDIVIDUAL BIDDER

No. 1

STATE OF CALIFORNIA, _____)ss.

County of _____
(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Individual Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____
by __, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2 AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CALIFORNIA, _____)ss.

County of _____
(insert)

_____ being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Corporation Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____
by __, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 3 AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, _____)ss.

County of _____)
(insert)

_____,
each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,
designated as _____ who is the party making the foregoing bid; that the other
partner, or partners, are _____ that such bid is
genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded,
conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should
refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City,
or any person interested in said improvement, or over any other Bidder.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____
by __, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

**SUBCONTRACTOR LIST
PUR 25-022**

PLEASE LIST BELOW ALL SUBCONTRACTORS CONTRIBUTING TO THIS WORK

Each bidder shall give the name, business address, license number, description of the work, and the dollar amount to be PAID the subcontractor, for each subcontractor that will be used on the project, if the Bidder is awarded the contract. Only subcontractors with work in excess of one-half of one percent (0.5%) or \$10,000 (whichever is greater) of the Bidder's total bid need to be listed. All work in excess of one-half of one percent (0.5%) or \$10,000 (whichever is greater) of the Bidder's total bid, for which a subcontractor is not listed on this form, shall be performed by the Bidder's own organization. Additional numbered pages listing proposed subcontractors may be attached to this page. Each page shall be headed "Proposed Subcontractors" and shall be signed by the Bidder.

PRINT LEGIBLY OR TYPE

BUSINESS NAME/ADDRESS	CONTACT	PHONE NUMBER	LICENSE NUMBER & LICENSE CLASSIFICATION	TYPE OF WORK	AMOUNT

EXHIBIT 1 – INSURANCE REQUIREMENTS

EXHIBIT 2 – SAMPLE CONTRACT