

CITY OF STOCKTON  
STANDARD AGREEMENTAgreement Number: 

1. This Agreement is entered into between the City of Stockton ("City") and Larry Walker Associates, Inc. ("Contractor") to provide Professional Stormwater Program Management & Monitoring 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: July 1, 2021

Terminates on: June 30, 2026

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: \$ 2,775,245

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 & Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G - Special Funding Terms & Conditions CARES

(If applicable check box) YES ☐

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

**CONTRACTOR**

Larry Walker Associates, Inc.

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

Karen Ashby  
Authorized Signature

4/2/21  
Date

Karen Ashby, Vice President

Printed Name and Title of Person Signing

1480 Drew Avenue, Suite #100 Davis, CA 95618

Address

**CITY OF STOCKTON**

Harry Black, City Manager

Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

John M. Luebberke, City Attorney

BY: \_\_\_\_\_

**Exhibit A**  
**STATEMENT OF WORK**

**1. Project Objectives**

- 1.1 Contractor shall serve as the City of Stockton's Consultant to assist with the implementation of the City's Stormwater Program Management and Monitoring Services (PUR 20-031) consistent with the municipal stormwater permit and other regulatory requirements.

**2. Project Scope**

- 2.1 The Contractor will provide technical and regulatory assistance to the City in support of the continued refinement and implementation of the stormwater program consistent and in compliance with the Region-wide Permit and other regulatory requirements. The Project Scope described below will assist the City in planning for, interpreting, and implementing the stormwater program. The expected focus during fiscal year 2021-2022 will be ongoing implementation and refinement of key program activities and tools. As such, the Tasks below provide a broad range of support and reflect those work efforts that may be completed during the first year of the contract and those that are anticipated for future years. Assumptions regarding the task approach are included within each task description. The Project Scope will be re-evaluated annually (for each fiscal year), when the Stormwater Management Plan (SWMP) is adopted (anticipated in 2021), and when the Region-wide Permit is renewed (anticipated in 2022) so that the work effort can be prioritized as needed. The scope is structured to present the description of each task followed by potential deliverables.

**A. Stormwater Management**

**Task 1. Annual Report**

The Region-wide Permit requires the submittal of Annual Reports (Provision V.F.4), Mid-Term Reports, and End-Term Reports (Provision V.F.5). The Mid-Term Reports (i.e., cumulative summary of three reporting periods) and End-Term Reports (i.e., cumulative summary of five reporting periods) substitute for and serve as the Annual Report for the years submitted. Effectiveness assessments (EAs) (Provision V.E.5) are to be conducted as part of the Mid-Term and End-Term Reports.

Municipal stormwater program annual reporting requires a high level of organization and attention to detail, as well as clear communication regarding timelines and deadlines, review periods, and overall expectations for all parties in order to develop a high quality report by October 1 (for Annual Reports) or prior to November 30 (for the Mid-Term Report and End-Term Report). The Contractor will manage this by providing detailed schedules, ensuring that there is clear communication with City staff, and employing the strategy outlined below.

At this time, the annual reporting schedule for the next several years is consistent with the schedule proposed in the current Draft SWMP, which is based on an anticipated 2021 date for the approval of the SWMP (this starts the “clock” for the various types of annual reports). Thus, the Mid-Term Report is during year 3 (2023-2024) after the SWMP approval and the End-Term Report during year 5 (2025-2026). If the timeline for the approval of the SWMP changes, this schedule may need to be updated.

The primary efforts for this task include the development of the programmatic and monitoring portions of all report types (with all supporting tasks), as well as the EAs for the Mid-Term and End-Term Reports. The Annual Reports developed by the Contractor will follow the items that were agreed upon with Regional Water Board staff. The Annual Report task includes the efforts as described below:

- **Modify the Existing Reporting Formats to Ensure Consistency with Permit Requirements.** The City may need to review/modify the reporting formats when the SWMP is finalized and approved (in FY 2021-2022) and/or when the Region-wide Permit is renewed (the current Permit expires in December 2021) to ensure that the annual reports are consistent with the requirements. The Contractor will review the current report formats and companion templates and modify them, as needed. The Contractor may also assist the City in identifying ways in which the Annual Report can be streamlined in order to reduce the amount of effort it takes to complete it each year. This task will occur, likely, with the submittal of the 2022-2023 Annual Report (unless the adoption of the permit is delayed) (effort in FY 2023-2024). The same base format will then be used for Annual Reports in subsequent years. A similar effort will be conducted to streamline the Mid-Term Report and End-Term Report (effort in FY 2025-2026).
- **Develop the Programmatic Sections of the Annual Reports, Mid-Term Report, and End-Term Report.** The development of the programmatic sections of the Reports includes the compilation of the programmatic data, analyzing it, preparing data summaries and narrative interpretation, and conducting quality assurance/quality control. The key sub-tasks are outlined below.

- **Compile and Analyze the Programmatic Data** – The Contractor will begin assessing the annual reporting needs with the City in the spring of each year. As a part of that effort, the Contractor will provide the City with a schedule and a report template that can be completed by City staff for the programmatic sections (i.e., all sections except for the monitoring portion). The template will clearly identify the data tables that need to be updated so that each City Department and/or division can easily populate the sections and provide supporting documentation/meta data. In addition, throughout each reporting period, regardless of the type of report being developed and submitted, the City tracks the data and information necessary to conduct short-term and long-term program EAs (included in the Mid-Term Report and End-Term Report, respectively). The Contractor will assist the City by ensuring that the specified assessment data are collected for evaluation during the EA process. Once the data and information are received, the Contractor will assist the City by conducting an evaluation and identifying any data gaps and/or inconsistencies that could result in questions from the Regional Board. The differences in the level of effort between the different types of reports are highlighted below.
- **Annual Reports** – The Annual Reports will focus on streamlined reporting of SWMP implementation and will not include EAs. In general, each Annual Report will provide a summary of the status of the implementation of the stormwater program and the Work Plan, as well as the inspections conducted, number and nature of enforcement actions taken, and public education programs implemented during the reporting period (consistent with the Federal regulations). In addition, the Strategies and Activities that support the annual milestones identified in the current Draft SWMP will be assessed.
- **Mid-Term Report and End-Term Report** – The Mid-Term Report and End-Term Report will be more robust than the Annual Reports, since they include more detail regarding SWMP implementation, as well as the short-term and long-term program EAs. The current Draft SWMP proposes a streamlined assessment framework that focuses on the Strategies and Activities that directly address the identified priority water quality constituents (PWQCs). The framework includes PWQC-specific management questions representing focused programmatic Strategies and Activities (i.e., metrics) for each Program Element. The Contractor will use the CASQA approach as a guide for conducting EAs, including analysis of the results to identify supported outcome levels. An evaluation of the

monitoring results related to the PWQCs will be conducted for the End-Term Report only. In addition, the Strategies and Activities that support the annual milestones identified in the current Draft SWMP will be assessed in the Mid-Term Report, and the water quality milestones will be assessed as part of the End-Term Report. Any proposed modifications to the EA approach in the SWMP will be identified in the End-Term Report.

- **Develop the Monitoring Sections of the Annual Reports, Mid-Term Report, and End-Term Report.** The development of the monitoring section of the Reports includes the compilation of the monitoring data, analyzing it, preparing data summaries and narrative interpretation, and conducting quality assurance/quality control (QA/QC). This is coordinated with the tasks outlined in **Section B** for the Monitoring Program below. In general, each Annual Report will provide a summary of the monitoring conducted during the reporting period. In addition, the Contractor will provide the collected monitoring data and/or other required documentation to the Regional Water Board and submit the receiving water data to the California Environmental Data Exchange Network (CEDEN). For the Mid-Term and End-Term Report, the Contractor will conduct a monitoring assessment by evaluating data for the PWQCs identified at each waterbody and determining trends in water quality over time. These reports will include a cumulative summary of the monitoring data including all physical, chemical, and biological monitoring data collected to date, as well as data analytical results and recommendations to modify the City's monitoring approach. In addition, the annual milestones identified in the current Draft SWMP will be assessed in the Mid-Term Report, and the water quality milestones assessed as part of the End-Term Report.
- **Develop the Draft and Final Reports.** The Contractor will compile the sections and appendixes, develop the cover letter, perform a QA/QC on the full report, and provide a draft to the City for review. After receiving comments, the Contractor will develop the final report and either submit the document back to the City or submit the copies directly to the Regional Water Board. Due to the electronic submittal requirements of the Regional Water Board, hard copies are not currently contemplated. However, all e-submittals provided to the City must be enabled for editing.
- **Respond to Comments, As Needed.** After the submittal of the Annual Report, the Regional Board staff may have questions and comments on the Report. On an as-needed basis, the Contractor will assist the City in responding to such comments.

## Task 2: Annual Work Plan

The current Draft SWMP includes a general description of the Program Elements, as well as the Strategies and Activities that have been identified to address the PWQCs, along with a schedule for implementation. However, detailed information regarding the Activities and schedule is included within a companion document, the 2020-2026 Work Plan (developed pursuant to Region-wide Permit, Part V.F.3). The 2020-2026 Work Plan guides the implementation of the Activities that support the Strategies as outlined within the current Draft SWMP. Adaptive Management (V.E.6) is the last of the key steps identified in the Stormwater Management Framework.

The City uses the results of the EAs to determine if modifications to the SWMP and/or Work Plan are necessary to ensure that the stormwater program is effective over the long term. To support the adaptive management process, the Contractor will assist the City with an annual review of the Work Plan to determine if any modifications are necessary to effectively implement the Storm Water Management Program, including achievement of identified milestones. If minor modifications to the SWMP are identified, these will be proposed through updates to the 2020-2026 Work Plan as a part of the Annual Report process. These annual reviews, along with the results of the short- and long-term EAs, will support the identification of potential program modifications. Any proposed modifications for specific milestones, Strategies, or Activities will be described in the End-Term Report (fiscal year 2025-2026) and the tracking forms updated (**Task 4**). Due to the electronic submittal requirements, hard copies are not currently contemplated. However, all e-submittals provided to the City must be enabled for editing.

## Task 3: Program Implementation (As Needed)

Once the current Draft SWMP is approved and/or the Region-wide Permit is renewed, the City may need assistance with the development and/or implementation of various Activities and/or other permit requirements that are unforeseen at this time. The Contractor may assist the City with a variety of requests including, but not limited to, the following types of implementation activities:

- Providing general input on the development of revised ordinances, directives, policies, and/or standard operating procedures;
- Addressing any comments on the current Stormwater Quality Control Criteria Plan (see **Task 5**);
- Reviewing/updating pollutant-specific plans or approaches and supplemental guidance and tools (e.g., methylmercury-based fact sheets, trash implementation plan, pyrethroid management plan);

- Developing and/or conducting training workshops for City staff (e.g., Illicit Discharges, Municipal Operations, Industrial and Commercial, Construction, Planning and Land Development);
- Conducting industrial, commercial, construction site inspections, as needed;
- Optimizing the Illicit Discharges Database for tracking specific pollutants;
- Developing revised public outreach materials, website content, and/or e-newsletters;
- Developing updated industrial and commercial business inspection checklists, fact sheets, and/or other outreach materials; and/or
- Developing updated Permit Review Procedures Handouts for consistency with the Construction General Permit.

In addition, the Contractor may assist the City with specific stormwater-related meetings, including, but not limited to:

- Facilitating monthly progress meetings/check-in calls (as described in **Task 4**);
- Facilitating at-least quarterly internal and external stormwater meetings with the City and the County of San Joaquin;
- Assisting the City by identifying and/or attending statewide or regional stormwater-related meetings, conferences, and stakeholder groups (e.g., CASQA, the Delta Regional Monitoring Program (Delta RMP), San Joaquin Valley Stormwater Quality Partnership, Central Valley Municipal Separate Storm Sewer System Coordination Meetings).

#### **Task 4: Program Management**

One of the biggest challenges for the City is managing and tracking the numerous permit requirements, performance standards, and internal implementation tasks, and making sure that they are completed on time and provided/communicated to the Regional Water Board as needed. In addition, as collaborative partners with the County of San Joaquin (County), the City needs to ensure that key tasks are planned for and coordinated. The Contractor will assist the City with the overall management and tracking for the implementation of the program as described below:

- **Program Oversight and Tracking.** The Contractor will work collaboratively with the City PM to provide general oversight for the coordination and implementation of the stormwater program. This oversight should ensure that the various tasks that need to be completed are proactively identified and that they each have adequate resources and are completed on time. Contractor will maintain a master schedule with the due dates and lead for each task. At a minimum, this information will be reported to the City PM on a monthly

basis as a part of the regularly scheduled progress/check-in calls (see bullets below), as well as in an abbreviated form as a part of the monthly invoices (i.e., budget status, schedule, progress completed during the previous month, and progress anticipated during the upcoming month). However, Contractor should reach out to the City PM as needed should an issue arise that needs resolution between the monthly progress/check-in calls.

- **Monthly Progress Meetings/Check-In Calls.** The Contractor will coordinate monthly meetings/check-in calls with the City and the County of San Joaquin so that a regularly scheduled check-in point is established. Given the current COVID-19 concerns, as well as a general need to control costs associated with in-person meetings, the Contractor should make use of web-based technologies to provide an interactive interface, such as Go To Meeting, Microsoft Teams, and/or Zoom. The meetings/calls should be used to provide general updates of the activities, plan upcoming work efforts, identify action items and responsible parties, identify potential constraints, and develop schedules to ensure progress of work products and deadlines. The City may also establish a regularly scheduled call with key City staff to assist with the internal implementation of the program in the future. However, for the purposes of this scope and budget, this is not currently incorporated. The Contractor will assist in the development of agendas, meeting facilitation, and meeting summaries. This task assumes that there will be a total of 12 progress meetings/calls per year.
- **Tracking System for Annual Report.** The Contractor will build upon and improve the current annual reporting tracking system to ensure that all tasks, assignments, deadlines, and review times are planned for and communicated.

### **Task 5: Annual Assessment of Stormwater Management Plan**

Several of the regulatory programs contain performance and/or implementation standards that must be tracked, managed, and reported on by the City. These include:

- **SWMP Strategies, Activities, and Milestones.** The Region-wide Permit requires that the revised SWMP identify milestones, strategies, and activities for each priority water quality constituent (PWQC) and a general schedule for implementation. As such, the current Draft SWMP identifies strategies and related activities, as well as programmatic and water quality-based milestones for indicator bacteria, methylmercury, dissolved oxygen, and trash (the four identified PWQCs, with indicator bacteria as the limiting pollutant). As a part of the mid-term and end-term annual



reports, the City must report the status of progress toward attainment of the milestones and the implementation of the strategies and activities. Based on the results of this assessment, the City must adaptively manage the stormwater program and/or modify key program components, such as the Stormwater Quality Control Criteria Plan, as needed. To conduct the assessment, the City must have a process in place to track the implementation of the strategies and activities and the requisite data to determine if significant progress is being made and/or if the identified milestones are being achieved.

- **Work Plan.** The Region-wide Permit also requires the City to develop and implement a companion Work Plan to the SWMP that contains a detailed implementation schedule that identifies the specific tasks that support the implementation of the strategies and activities. As a part of the Annual Reports, the City must certify that the Work Plan is being implemented and summarize the activities and tasks that will be implemented the next fiscal year. As with the SWMP, the City must have a process in place to track the implementation of the strategies and activities and the requisite data/information to determine if any modifications are necessary.
- **TMDLs.** The City is named as a responsible party to several TMDLs in Attachment G of the Regionwide Permit. Each of the TMDLs includes a requirement that the City document, in the mid- and end-term annual reports, the implementation of best management practices and/or progress in the attainment of the waste load allocations. Although there is some crossover between this reporting and the assessment and reporting for the SWMP, it is important to ensure that the various TMDL regulatory requirements are being met.
- **Track 2 Trash Implementation Plan.** The Statewide Trash Amendments include monitoring and reporting requirements for the Track 2 compliance pathway. Although these requirements are not a part of the Region-wide permit at this time, the City should proactively identify how the reporting will be provided and what data is necessary.

The Contractor will assist the City, as needed, with an annual assessment of the SWMP, Work Plan, TMDLs, and/or Trash Implementation Plan to ensure that the data/information necessary to assess progress in meeting the regulatory milestones is collected and potential modifications identified.

#### **Task 6: As-Needed Technical Assistance**

The Contractor will provide the City with a) regulatory assistance in tracking, reviewing, and/or commenting on various initiatives that are currently under development at the regional and statewide level that may impact the stormwater program, and b) technical assistance with the development of any

new plans, programs, or implementation tools that are needed. Such efforts may include the following:

**Finalize the Stormwater Management Plan (SWMP).** Since the adoption of the Region-wide Permit in 2016, and in accordance with its requirements, the City has developed several documents, culminating in the creation of the current Draft SWMP (August 2020). Per the “Timeline for the Development of the Storm Water Management Plan (SWMP)” table presented in Part V.F.2, the SWMP is due to the Regional Water Board “3 months after receipt of comments from Central Valley Water Board” on the RAA. At this time, comments on the RAA are still pending; thus, the exact Draft SWMP submittal deadline is unknown. Once RAA comments are received from the Regional Water Board (currently a year overdue) and/or the Contractor will work with the City to respond to comments, revise the RAA as needed, and finalize the Draft SWMP for submittal.

As a part of the finalization of the SWMP, the Contractor may conduct an analysis of the City’s stormwater program, comparing it to other municipal programs with regard to the extent of program coverage and level of implementation. Emerging regulatory trends and/or areas that may be optimized within the City’s program may be identified within a Technical Memorandum.

This task assumes that there will be two rounds of comments and response to comments that will involve ~120 hours of staff time, including as-needed meetings with the City and the County of San Joaquin. If the effort is less intensive, then this task will not be fully expended. If the effort is more intensive, the Contractor will work with the City to determine how best to proceed.

**Total Maximum Daily Load (TMDL) Implementation Assistance.** The City is subject to TMDLs with requirements included in Attachment G of the Region-wide Permit, including:

- Sacramento-San Joaquin Delta Diazinon and Chlorpyrifos TMDL (Resolution R5-2006-0061)
- Stockton Urban Water Bodies Pathogen TMDL (Resolution No. R5-2009-0030)
- Delta Methylmercury TMDL (Resolution No. R5-2010-0043)
- Lower San Joaquin River, Stockton Deep Water Ship Channel Organic Enrichment and Low Dissolved Oxygen TMDL (Resolution No. R5-2005-0005)

The Contractor will assist the City with as-needed tasks associated with TMDL Implementation, including, but not limited to, 303(d) de-listing analyses (as was previously conducted for the Central Valley Diazinon and Chlorpyrifos

TMDL and approved by the Regional Board). Additional, pollutant-specific assistance may include the following:

- **Indicator Bacteria** – The Contractor will assist the City with Pathogen TMDL implementation, the approach for which may be modified once comments are received on the City’s RAA. It is possible that a revised, human source-focused approach for indicator bacteria may be developed. The Contractor may assist the City with modifications to the TMDL implementation approach, and/or modifications to the TMDL, to effectively focus efforts to the pathogen sources of highest concern.
- **Methylmercury** – The Contractor will assist the City with participation in Phase II of the Sacramento-San Joaquin Delta Methylmercury TMDL planning effort. The Contractor will track planning efforts and advocate for an efficient approach that acknowledges the *de minimus* contribution by stormwater to the overall methylmercury load in the Delta.
- **Low Dissolved Oxygen** – The Contractor will assist the City in tracking ongoing efforts for TMDL compliance, which primarily involve BMP implementation.

This task assumes an estimated ~80 hours of staff support each year, but can be adjusted as needed based on the City’s identified needs.

**Pyrethroid Control Program.** The City is responsible for complying with the Pyrethroid Control Program (Resolution R5-2017-0057), the Basin Plan Amendment (BPA) for the Control of Pyrethroid Pesticide Discharges.

- **Pyrethroid Monitoring Plan** – The BPA established a Pyrethroid Control Program that includes a variety of actions, including monitoring requirements to assess baseline conditions, as well as continued trend monitoring. The City submitted the monitoring plan to the Regional Water Board in December 2020 and will incorporate the Plan into the SWMP, once finalized. Monitoring activities, which include Baseline Monitoring to be conducted during FY 2021-2022 are summarized under **Part B Task 1**. The results of the baseline monitoring program will be compiled and analyzed as a part of the Annual Reports (**Task 1**).
- **Pyrethroid Management Plan** – If the numeric triggers from the BPA are exceeded, the BPA includes a conditional prohibition requiring development and submittal of a Pyrethroid Management Plan. As needed, Contractor will assist the City by developing a customized Pyrethroid Management Plan.

This task assumes that it will be completed during fiscal year 2022-2023.

**Region-Wide Permit Renewal/General Regulatory Assistance.** The Contractor will assist the City with an evaluation of emerging regulatory trends and preparation for potential, future permit requirements. Phase I permits being adopted throughout the state include new requirements associated with asset management, cost reporting, and trash implementation milestones, monitoring and reporting. In addition, there are a number of regulatory initiatives that are currently being contemplated at the regional or statewide level, such as establishment of biological objectives, toxicity policy, and a statewide pesticide control program. Such support may include providing ongoing tracking of regulatory initiatives; meeting with Regional Water Board Staff; writing comment letters; attending permit hearings; providing testimony at hearings; and developing as-needed revisions to the City's monitoring program.

In addition, there may be the need for internal meetings with the City and the County of San Joaquin regarding the overall direction of the stormwater management program and/or development of the Report of Waste Discharge prior to permit renewal. This task assumes up to six (6) meetings to address these topics.

As specific needs are identified, the Contractor will work with the City Program Manager to identify a scope of work, budget, schedule, and deliverables prior to initiating work. To assist with this process, a preliminary cost estimate has been provided for each task identified above. This task assumes an estimated ~200-300 hours of staff support each year but can be adjusted as needed based on the City's identified needs.

## **B. Stormwater Monitoring**

### **Task 1: Water Quality Monitoring**

The Region-wide Permit requires monitoring of urban discharges and receiving waters to understand, to the extent feasible, the nexus between the implementation of the storm water program, the quality of the discharges from the municipal storm drain system, and the resulting impact, if any, on the receiving waters. In addition, the monitoring program informs a number of analyses conducted by the City such as long-term trends of water quality in the receiving waters and urban discharges, source identification, and the effectiveness of specific controls and/or management actions.

The City's proposed Monitoring Study Design and Implementation Schedule (monitoring program) included in the Draft SWMP (and as Exhibit D in the RFP) addresses the various monitoring requirements in Provision V.E, Attachment J, Attachment G (Specific Provisions for TMDLs Applicable to Order R5-2016- 0040), Attachment H (Standard Permit Provisions and General Provisions) of the Region-wide Permit as well as the Pyrethroid BPA

and TMDL8. The Pyrethroid BPA and TMDL requires Baseline Monitoring to be conducted to evaluate pyrethroid concentrations in discharges relative to numeric triggers. The draft Baseline Monitoring Plan is included within the Draft SWMP and was submitted separately to the Regional Board on December 1, 2020. The baseline monitoring will be completed by June 21, 2022.

The monitoring program consists of a focused effort conducted within four (4) representative waterbodies on a rotating basis. It should be recognized that, until the SWMP is finalized and approved by the Regional Water Board, the proposed monitoring approach and corresponding budget is subject to change. In addition to the rotating waterbody/drainage-shed monitoring, rainwater/atmospheric deposition will be monitored each year for mercury and pesticides/pyrethroids at three representative locations within the SUA.

Within each waterbody there is a targeted approach, which is based on a continuation of historical monitoring and focus on specific priority water quality constituents and water quality constituents previously identified. As such, the monitoring approach varies from year to year for samples collected and analytical costs.

The Water Quality Monitoring task includes all work related to monitoring management and coordination, field work and sample collection (and laboratory analyses), and data compilation and submittal. In general, the Contractor will conduct the urban discharge and receiving water monitoring program to collect both dry weather and storm samples using both composite samplers and grab samples depending upon the constituents and waterbody monitored. In addition, QA/QC samples will also be collected as a part of the protocols. The monitoring program will also be closely coordinated with the tasks described above **A.1 Annual Report** and **A.5 Annual Assessment of the SWMP** to ensure that the City remains in compliance with all mandates, guidelines, and performance standards.

The subtasks below describe the general approach for each of the three elements of the monitoring program and generally apply in the same manner to the four waterbodies that will be monitored.

#### **Subtask i: Management and Coordination**

The Contractor will manage and coordinate the monitoring program to ensure that the urban discharge, receiving water, rainwater, pyrethroid, and other TMDL-related monitoring is completed consistent with the regulatory requirements. The management and coordination subtask includes the following activities:

- **Pre-season preparations.** The Contractor will coordinate pre-season preparations, including the following:

- Verification of Sampling Locations. Prior to the initiation of the monitoring program, the Contractor will verify the sampling locations with the City PM and ensure that all equipment that is necessary is secured.
- Quality Assurance Program Plan (QAPP) review and updates (as needed). The Region-wide permit includes a requirement for a QAPP, which was previously developed for submittal with the Draft SWMP. The Contractor will review the QAPP on an annual basis and as a part of the permit renewal process to determine if any updates are needed. Along with QAPP review, the Contractor will use information included in the QAPP for the storm season plan based on the specific waterbody to be monitored and sampling identified.
- Laboratory Coordination. The Contractor will coordinate with the analytical laboratories to obtain clean sample bottles for the parameters to be monitored at the waterbody for the upcoming year. The Contractor will store and track bottles in preparation for sampling events.
- Prepare Composite Samplers. In general, during wet weather, urban discharge samples are collected as flow-weighted composite samples using automatic samplers currently installed at each of the pump stations at the historically monitored discharge locations. Prior to the wet season, the Contractor will inspect automatic samplers and perform maintenance, cleaning and repairs as necessary to ensure they are operational to capture storm events. The Contractor will replace tubing and install decontaminated carboy sample containers prior to the storm event. All sample containers will be certified as clean before being shipped from the lab.

The Contractor will provide the monitoring and sampling equipment capable of performing and capturing all required constituents and conduct any requisite maintenance.

- **Weather forecasting and event preparation.** The Contractor will provide written weather updates to the City when storms that meet the sampling target criteria are forecasted. It is critical for the program that specific sampling events are captured (e.g., “first flush”) and as such, the Contractor will be proactive and responsive in meeting targeted event time periods. The Contractor Monitoring Manager is the primary storm contact and will manage all technical and logistical operations (field crews, labs, etc.) as described in the QAPP. As candidate storm events are identified, the Monitoring Manager will notify field crews and

consult the City, as necessary. The Monitoring Manager will direct field crews to prepare sampling equipment and be on-call for anticipated sampling events. The Contractor will proactively update the City on the status of monitoring event preparation and event updates.

- **Laboratory Coordination.** The Contractor will contract directly with the various laboratory services that are required for the range of analyses conducted. This will include coordination to receive and analyze water and sediment samples; ordering pre-cleaned, labelled, and preserved sample containers; coordinating sample transportation; and obtaining the data in an electronic format that will be used to conduct the analyses for the annual report (**Task A.1**) and submit the data to the California Environmental Data Exchange Network (CEDEN) (**Subtask B.1.iii**).

### **Subtask ii: Field Work and Sample Collection**

The Contractor will direct field work and sample collection, which includes the following activities:

- **Equipment and Program Troubleshooting.** The Contractor will inspect the automatic samplers during the monitoring events to ensure that they are functioning properly. If issues arise the Contractor will trouble shoot them to ensure that critical samples are not missed.
- **Mobilization and sample collection.** The Contractor will mobilize and collect samples. These include three storm events and four dry weather events during targeted time periods. Communication between the Contractor, the City and the analytical laboratories is critical to ensure that samples are collected and analyzed in an efficient and cost-effective manner. If a storm is selected for monitoring and sample collection activities commence, but the storm does not or is not projected to produce sufficient rainfall within a reasonable period to produce adequate runoff to perform sampling, field crews will be de-mobilized and the event will be considered a false start. Labor hours are budgeted for two false starts. Upon completion of the fieldwork, the Contractor will deliver the samples using chain-of-custody procedures to state-certified laboratories to be analyzed.
- **Monitoring Support.** The Monitoring Manager will provide oversight and coordination during the monitoring events for all field activities. The Monitoring Manager will remain available by phone throughout the entirety of the sampling event to coordinate weather forecast reporting, field condition evaluation, storm progress tracking, sample pick-up, staffing, equipment troubleshooting, as well as to provide essential mobilization and tracking duties. It may also be necessary for the Monitoring Manager

to mobilize field crews to the field for final site visits at the end of the monitoring event. The Contractor will coordinate sample drop off to the analytical laboratories to meet constituent hold times.

### **Subtask iii: Data Compilation and Submittal**

As noted above, the monitoring program will be closely coordinated with the tasks described in **A.1 Annual Report** and **A.5 Annual Assessment of the SWMP** to ensure that the City remains in compliance with all mandates, guidelines, and performance standards. As a part of this effort, there will be a periodic re-evaluation of the PWQCs and the monitoring approach to ensure that the monitoring design is optimized for the goals of the program. The data compilation and submittal will assist this overall effort by ensuring that the data is of high quality and in a format that can be easily used for the various analyses conducted. The data compilation and submittal subtask includes the following activities:

- **Verification of lab reports.** The Contractor will perform data validation according to EPA guidelines and quality assurance checks for data recording, transcription, and lab analyses.
  - Check all lab data reports to verify a) the requested analyses were completed, b) the results were reported (including laboratory internal QA/QC results), and c) specifications for holding times, analytical methods, and reporting limits were met by the laboratories.
  - If issues or errors are noted during the initial review, the Contractor will contact laboratory personnel to request that they correct errors, provide missing information, or rerun sample analyses as needed.
  - The Contractor will conduct a comprehensive evaluation of all QA/QC data produced by the analytical laboratories, apply the QA/QC results to the environmental sample data, and qualify any data which do not meet data quality objectives, according to protocols established in the QAPP.
- **Data Compilation and Submittal**
  - The Contractor will compile data in a Master Database, which the Team currently maintains in a Microsoft Excel - housing all stormwater monitoring data in an easily accessible format. All relevant event data will be compiled in the Master Database on an event-by-event basis to maintain a current, up-to-date file to be efficiently used for data evaluation and assessment under the **A.1 Annual Report** task.
  - The Contractor will work with the analytical laboratories to optimize their reporting in CEDEN format to minimize the formatting work to be completed later. The Contractor will resolve any outstanding formatting errors and submit all receiving water data to CEDEN by October 1 of



the reporting year. The data will only be uploaded once the City and County have reviewed and approved the data.

The Contractor will continue to evaluate potential cause-or-contribute exceedances and trends in water quality under the **A.1 Annual Report** task. The data obtained, compiled, and analyzed will assist in identifying proposed modifications to the monitoring program which will be included as a part of the **A.1 Annual Report** task as well as direction to program staff to effectively target program implementation to efficiently focus on water quality.

## **Task 2: Delta Regional Monitoring Program**

The Delta Regional Monitoring Program (Delta RMP) is a stakeholder-directed project formed to develop a regional water quality monitoring program designed to improve understanding of water quality issues in the Sacramento-San Joaquin Delta. The goal of the Delta RMP is to coordinate monitoring activities in and around the Delta to create a cost effective approach for providing water quality information to better inform policy and regulatory decisions of the Regional Water Board and other federal, state and local agencies and organizations. The City was approved to participate in the Delta RMP in lieu of conducting some of the local water quality monitoring in 2015<sup>13</sup>. As such, the City is a “participating member” of the Delta RMP, which is currently focused on monitoring mercury, pesticides and toxicity, nutrients, and contaminants of emerging concern (CECs). The City references this data and findings within the annual reports and midterm and end-term reports. The key Delta RMP meetings are listed below (the City currently participates either via City staff and/or consultant support). There are currently three (3) stormwater agency seats on the Steering Committee and Technical Advisory Committee (TAC).

- Steering Committee Meetings (~every other month)
- Technical Advisory Committee Meetings (~every other month)
  - Pesticides Subcommittee (~quarterly and as needed)
  - Mercury Subcommittee (~quarterly and as needed)

Contractor will provide support to the City in attending and reporting out key discussion/decision items from the meetings. This task assumes an estimated ~40 hours of staff support each year as needed, but can be adjusted as needed based on the City’s identified needs and upon direction by the City on an on-going basis.

### **3.0 Specifications**

#### **Project Approach**

The project approach should include the following: 1) Effective Communication: providing the necessary communication mechanisms and check-in points with the City to ensure the project is meeting expectations; 2) Schedule Compliance: completing tasks on schedule; and 3) Budgetary Constraints: completing the project within the agreed budget.

The components of the project approach for managing and completing the project should include the following:

- Understanding the City's Goals and Objectives. Prior to initiating work, work closely with the City's PM to understand the goals, objectives, and critical issues for each deliverable.
- Developing the Project Scope. Once the goals and objectives are defined, a scope of work will be developed that clearly identifies the tasks, deliverables, assumptions, schedule, and budget.
- Initiating and Maintaining the Project. Initiate the project and maintain momentum to meet critical milestones and the overall schedule after the scope of work is set. Project meetings and deliverables will be scheduled and documented on a regular basis so that project progress can be easily tracked by the City's PM. To avoid problems or misunderstandings, any potential issues or changes in scope will be brought to the attention of the City's PM as soon as possible.
- Utilizing Quality Control/Quality Assurance Process. To ensure high-quality work products, implement a robust quality management system throughout the project and will perform a complete quality control review of all deliverables.
- Coordinating and Communicating Internally. Maintain open communication with the City to resolve issue that require discussion or guidance.
- Coordinating and Communicating Externally – Some projects or tasks may require external communication with the public, department heads, and/or or City Council. To productively engage and educate interested parties, participate in public meetings and provide outreach as needed.

### **4. Major Deliverables**

#### **4.1 (A) Stormwater Management**

##### **Task 1. Annual Report**

##### **Potential Services/Deliverables (Year 1: FY 2021-2022)**

- ☐ *Modified Annual Reporting Template*
- ☐ *Draft & Final Annual Report (FY 2021-2022)*
- ☐ *Response to Comments, as needed*

##### **Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

- ☐ *Modified Mid-Term and End-Term Reporting Templates, as needed*
- ☐ *Draft & Final Annual Reports (FY 2022-2023, FY 2024-2025, FY 2026-2027, FY 2027-2028)*
- ☐ *Draft & Final Mid-Term Report (FY 2023-2024)*
- ☐ *Draft & Final End-Term Report (FY 2025-2026)*
- ☐ *Response to Comments, as needed*

**Task 2: Annual Work Plan**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

- ☐ *Draft & Final Modified Five-Year Work Plan*
- ☐ *Update tracking forms, as needed*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

- ☐ *Draft & Final Modified Five-Year Work Plan (annually and with End-Term Report)*
- ☐ *Update tracking forms, as needed*

**Task 3: Program Implementation (As Needed)**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

- ☐ *As-Needed Assistance*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

- ☐ *As-Needed Assistance*

**Task 4: Program Management**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

- ☐ *Refinement and maintenance of a master schedule and tracking system*
- ☐ *Monthly Progress meetings/check in calls with City [could also include monthly internal calls]*
- ☐ *Monthly status reports to be sent with invoices*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

- ☐ *Maintenance of a master schedule and tracking system*
- ☐ *Monthly Progress meetings/check in calls with City*
- ☐ *Monthly status reports to be sent with invoices*

**Task 5: Annual Assessment of Stormwater Management Plan**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

- ☐ *Identification of the data/information necessary to assess progress in meeting SWMP milestones, TMDL requirements, and Trash Implementation Plan milestones*
- ☐ *Development of a tracking tool for Work Plan Implementation*
- ☐ *Assessment of data/information for annual report and identification of potential modifications*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

- ☐ *Continued use of tracking tool for Work Plan Implementation*

- ☐ *Assessment of data/information for annual report and identification of potential Modifications*

**Task 6: As-Needed Technical Assistance**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

- ☐ *Stormwater Management Plan (SWMP)*
  - o Respond to RAA comments and revise RAA, as needed*
  - o Finalize SWMP for submittal*
- ☐ *Provide Total Maximum Daily Load (TMDL) Implementation Assistance*
- ☐ *Region-wide Permit Renewal/General Regulatory Assistance*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

- ☐ *Provide Total Maximum Daily Load (TMDL) Implementation Assistance*
- ☐ *Pyrethroid Control Program*
  - o Develop Pyrethroid Management Plan (FY 2022-2023)*
- ☐ *Region-wide Permit Renewal/General Regulatory Assistance*

**(B) Stormwater Monitoring**

**Task 1: Water Quality Monitoring**

**Subtask i: Management and Coordination**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

- ☐ *Monitoring completed at Calaveras River per the Draft SWMP and Exhibit D*
- ☐ *QAPP review and update (as needed)*
- ☐ *Pyrethroid Baseline Monitoring completed by June 21, 2022*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

- ☐ *Monitoring completed consistent with the Draft SWMP and Exhibit D*
- ☐ *QAPP review and updates on an annual basis (as needed)*

**Subtask ii: Field Work and Sample Collection**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

- ☐ *Monitoring completed at Calaveras River per the Draft SWMP and Exhibit D*
- ☐ *Pyrethroid Baseline Monitoring completed by June 21, 2022*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

- ☐ *Monitoring completed consistent with the Draft SWMP and Exhibit D*

**Subtask iii: Data Compilation and Submittal**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

- ☐ *Data reviewed and QA/QC results checked on an event-basis*
- ☐ *Data for FY 2021-2022 formatted and submitted to CEDEN by October 1, 2022*

- ☐ *Data summarized and interpreted in Annual Reports for FY 2021-2022 (included in Task 1)*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

- ☐ *Data reviewed and QA/QC results checked on an event-basis*
- ☐ *Data formatted and submitted to CEDEN on an annual basis by October 1*
- ☐ *Data summarized and interpreted in Annual Reports, Mid-Term and End-Term Reports (included in Task 1)*

**Task 2: Delta Regional Monitoring Program**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

- ☐ *Participate in up to six Steering Committee meetings and provide summaries*
- ☐ *Participate in up to six TAC meetings and provide summaries*
- ☐ *Participate in up to eight subcommittee meetings and provide summaries*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

- ☐ *Participate in Steering Committee meetings and provide summaries, as needed*
- ☐ *Participate in TAC meetings and provide summaries, as needed*
- ☐ *Participate in subcommittee meetings and provide summaries, as needed*

**5. Notices**

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

**Contractor:** Larry Walker Associates, Inc.  
Karen Ashby, Vice President  
1480 Drew Avenue, Suite 100  
Davis, CA 95618

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

**6. Key Personnel**

Key personnel (project manager, strategic advisor, and task leads) for the project include the following. Additional support staff will also be utilized consistent with the current rate schedule.

Karen Ashby (Project Manager)  
 1480 Drew Avenue, Suite 100  
 Davis, CA 95618  
 (530) 753-6400 x232  
[karena@lwa.com](mailto:karena@lwa.com)

Ashli Desai (Strategic Advisor)  
720 Wilshire Blvd., Suite 204  
Santa Monica, CA  
(310) 394-1036  
[ashlid@lwa.com](mailto:ashlid@lwa.com)

Rachel Warren (Task Lead – Annual Report, Annual Work Plan, As-Needed)  
1480 Drew Avenue, Suite 100  
Davis, CA 95618  
(530) 753-6400  
[rachelw@lwa.com](mailto:rachelw@lwa.com)

Hope Taylor (Task Lead – Monitoring)  
1480 Drew Avenue, Suite 100  
Davis, CA 95618  
(530) 753-6400  
[hopet@lwa.com](mailto:hopet@lwa.com)

**7. Option to Renew.**

The term of the Agreement is five years with the option to extend for two 1-year terms by a written amendment executed by both parties.

**EXHIBIT B**  
**INSURANCE**

**(RESERVED FOR CITY'S INSURANCE PROVISIONS APPROVED BY RISK)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 510-465-3090      FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: certificates@dealeyrenton.com														
<b>INSURED</b> Larry Walker Associates, Inc. Attn: Tina VanCarpels 1480 Drew Ave., #100 (530) 753-6400/tinav@lwa.com Davis CA 95618-4124	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER B : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Travelers Indemnity Company of Connecticut	25682	INSURER B : Greenwich Insurance Company	22322	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

**COVERAGES**
**CERTIFICATE NUMBER:** 1404702532

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6809H382549	4/1/2020	4/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BA3C999002	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	Y	Y	CUP3C999260	4/1/2020	4/1/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB7K823655	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liab & Contractor's Pollution Liability		Y	PEC003092710	4/1/2020	4/1/2021	\$2,000,000 \$4,000,000 Claims Made per Claim Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: Stormwater Program Management Services for the City of Stockton, LWA Project number 105.44. The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds for General & Auto Liability per policy form wording. Insurance is Primary and Non contributory. Waiver of Subrogation applies to Worker's Compensation coverage per policy form wording. Professional Liability deductible: \$50,000/claim. Cancellation provisions are solely as shown on this certificate.

**CERTIFICATE HOLDER**
**CANCELLATION** 30 Day NOC/10 Day for NonPay of Prem

City of Stockton Risk Management Services 425 North El Dorado Street Stockton CA 95202-1997	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Christine Silva</i>
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WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) –

POLICY NUMBER: UB7K823655

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

*Christine Silva*

Insurance Company  
Travelers Property Casualty Company of America

Countersigned by \_\_\_\_\_

DATE OF ISSUE: 3/31/2020

POLICY NUMBER 6809H382549

COMMERCIAL GENERAL LIABILITY  
ISSUED DATE: 3/31/2020**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 6809H382549

COMMERCIAL GENERAL LIABILITY  
ISSUED DATE: 3/31/2020**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

**Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

NAMED INSURED: Larry Walker Associates, Inc.

POLICY NUMBER: 6809H382549

### **ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT**

This is a summary of the coverages provided under the following forms (complete forms available):

#### **Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)**

##### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

#### **4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

#### **Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)**

##### **PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.



POLICY NUMBER: BA3C999002

COMMERCIAL AUTO  
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Larry Walker Associates, Inc.**Endorsement Effective Date:** 4/1/2020**SCHEDULE****Name Of Person(s) Or Organization(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

**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 Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's 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 at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the 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.



## 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 \$ **\$2,775,245** (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.

1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed 10%.

2. **Task Price**. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement for fiscal year 2021-2022.

Task	Description	Task Price
1	Stormwater Management-Annual Report	\$55,967
2	Stormwater Management-Annual Workplan	\$8,195
3	Stormwater Management-Program Implementation	\$29,960
4	Stormwater Management-Program Management	\$23,836
5	Stormwater Management-Annual Assessment of Stormwater Management Plan	\$19,697
6	Stormwater Management- As-Needed Technical Assistance	\$80,145
7	Stormwater Monitoring-Water Quality Monitoring (includes Management and Coordination, Field Work and Sample Collection, Data Compilation and Submittal	\$198,733
8	Stormwater Monitoring-Delta Regional Monitoring Program	\$12,281
	<b>TOTAL PRICE</b>	<b>\$428,814</b>

Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement for fiscal years 2021-2022 through 2027-2028.

Task	Description	Task Price
1	Stormwater Management-Annual Report	\$437,934
2	Stormwater Management-Annual Workplan	\$64,315
3	Stormwater Management-Program Implementation	\$229,564
4	Stormwater Management-Program Management	\$182,645
5	Stormwater Management-Annual Assessment of Stormwater Management Plan	\$111,209
6	Stormwater Management- As-Needed Technical Assistance	\$297,088

7	Stormwater Monitoring-Water Quality Monitoring (includes Management and Coordination, Field Work and Sample Collection, Data Compilation and Submittal	\$1,358,392
8	Stormwater Monitoring-Delta Regional Monitoring Program	\$94,101
	<b>TOTAL PRICE</b>	<b>\$2,775,245</b>

3. **Hourly Rates.** The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor for fiscal year 2021-2022. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

**Hourly Billable Rate Schedule**

Title	Role on Project	Hourly Billable Rates
<i>Administrative</i>	Administrative Support	\$93
<i>Contract Administrator</i>	Administrative Support	\$129
<i>Project Staff I-C</i>	Task Support	\$119
<i>Project Staff I-B</i>	Task Support	\$152
<i>Project Staff I-A</i>	Task Support	\$180
<i>Project Staff II-B</i>	Task Lead/Support	\$191
<i>Project Staff II-A</i>	Task Lead/Support	\$212
<i>Senior Staff</i>	Task Lead/Support	\$246
<i>Associate</i>	Task Lead/Support	\$274
<i>Vice President</i>	Project Manager	\$299
<i>Executive VP</i>	Strategic Advisor	\$312
<i>Senior Executive</i>	Strategic Advisor	\$328
<i>President</i>	Strategic Advisor	\$328

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   MUD   Department  
Attention: \_\_\_\_\_  
425 N. El Dorado Street  
Stockton, CA 95202

**EXHIBIT F****TIMELINE**

1. Consultant shall complete the requested services identified in Exhibit A as follows:

**1.1 TIMELINE FOR COMPLETION OF WORK**

**(A) Stormwater Management**

**1.1.1 Annual Report FY 2021-2022**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

*Modified Annual Reporting Template*

*Draft & Final Annual Report (FY 2021-2022)*

*Response to Comments, as needed*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

*Modified Mid-Term and End-Term Reporting Templates, as needed*

*Draft & Final Annual Reports (FY 2022-2023, FY 2024-2025, FY 2026-2027, FY 2027-2028)*

*Draft & Final Mid-Term Report (FY 2023-2024)*

*Draft & Final End-Term Report (FY 2025-2026)*

*Response to Comments, as needed*

**1.1.2 Annual Work Plan FY 2021-2022**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

*Draft & Final Modified Five-Year Work Plan*

*Update tracking forms, as needed*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

*Draft & Final Modified Five-Year Work Plan (annually and with End-Term Report)*

*Update tracking forms, as needed*

**1.1.3 Program Implementation FY 2021-2022**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

*As-Needed Assistance*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

*As-Needed Assistance*

**1.1.4 Program Management FY 2021-2022**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

*Refinement and maintenance of a master schedule and tracking system*

*Monthly Progress meetings/check in calls with City [could also include monthly internal calls]*

*Monthly status reports to be sent with invoices*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

*Maintenance of a master schedule and tracking system*

*Monthly Progress meetings/check in calls with City Monthly status reports to be sent with invoices*

**1.1.5 Annual Assessment of Stormwater Management Plan FY 2021-2022  
Potential Services/Deliverables (Year 1: FY 2021-2022)**

*Identification of the data/information necessary to assess progress in meeting SWMP milestones, TMDL requirements, and Trash Implementation Plan milestones*

*Development of a tracking tool for Work Plan Implementation*

*Assessment of data/information for annual report and identification of potential modifications*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

*Continued use of tracking tool for Work Plan Implementation*

*Assessment of data/information for annual report and identification of potential modifications*

**1.1.6 As-Needed Technical Assistance FY 2021-2022  
Potential Services/Deliverables (Year 1: FY 2021-2022)**

*Stormwater Management Plan (SWMP)*

*o Respond to RAA comments and revise RAA, as needed*

*o Finalize SWMP for submittal*

*Provide Total Maximum Daily Load (TMDL) Implementation Assistance*

*Region-wide Permit Renewal/General Regulatory Assistance*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

*Provide Total Maximum Daily Load (TMDL) Implementation Assistance*

*Pyrethroid Control Program*

*o Develop Pyrethroid Management Plan (FY 2022-2023)*

*Region-wide Permit Renewal/General Regulatory Assistance*

**(B) Stormwater Monitoring**

**1.1.7 Water Quality Monitoring FY 2021-2022**

**Subtask i: Management and Coordination**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

*Monitoring completed at Calaveras River per the Draft SWMP and Exhibit D*

*QAPP review and update (as needed)*

*Pyrethroid Baseline Monitoring completed by June 21, 2022*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

*Monitoring completed consistent with the Draft SWMP and Exhibit D*

*QAPP review and updates on an annual basis (as needed)*

**Subtask ii: Field Work and Sample Collection**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

*Monitoring completed at Calaveras River per the Draft SWMP and Exhibit D*

*Pyrethroid Baseline Monitoring completed by June 21, 2022*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

*Monitoring completed consistent with the Draft SWMP and Exhibit D*

**Subtask iii: Data Compilation and Submittal**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

*Data reviewed and QA/QC results checked on an event-basis*

*Data for FY 2021-2022 formatted and submitted to CEDEN by October 1, 2022*

*Data summarized and interpreted in Annual Reports for FY 2021-2022 (included in Task 1)*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

*Data reviewed and QA/QC results checked on an event-basis*

*Data formatted and submitted to CEDEN on an annual basis by October 1*

*Data summarized and interpreted in Annual Reports, Mid-Term and End-Term Reports (included in Task 1)*

**1.1.8 Delta Regional Monitoring Program FY 2021-2022)**

**Potential Services/Deliverables (Year 1: FY 2021-2022)**

*Participate in up to six Steering Committee meetings and provide summaries*

*Participate in up to six TAC meetings and provide summaries*

*Participate in up to eight subcommittee meetings and provide summaries*

**Potential Services/Deliverables (Years 2-7: FY 2022-2023 Through FY 2027-2028)**

*Participate in Steering Committee meetings and provide summaries, as needed*

*Participate in TAC meetings and provide summaries, as needed*

*Participate in subcommittee meetings and provide summaries, as needed*

**1.1.9 Program Implementation**

**FY 2021-2022**