

STAFF REPORT



ITEM NO. 4
CITY OF OCEANSIDE

DATE: May 2, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **APPROVAL OF AMENDMENT 1 IN THE AMOUNT OF \$12,181 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WESTON SOLUTIONS, INC., FOR THE LOMA ALTA SLOUGH NUTRIENT AND BACTERIA TOTAL MAXIMUM DAILY LOAD PROJECT**

SYNOPSIS

Staff recommends that the City Council approve Amendment 1 in the amount of \$12,181 to the professional services agreement with Weston Solutions, Inc., of Carlsbad for environmental engineering, adding to the scope of work additional technical assistance and extending the term of the agreement from June 30, 2012, to June 30, 2013; and authorize the City Manager to execute the amendment.

BACKGROUND

The San Diego Regional Water Quality Control Board (SDRWQCB) began development of the Loma Alta Slough Nutrient and Bacteria Total Maximum Daily Load (TMDL) in 2010 with an anticipated adoption date of March 2012. Development of the TMDL involves computer modeling of the Slough and calculating the acceptable bacteria and nutrient loading from the responsible parties. The responsible parties are the National Pollutant Discharge and Elimination System (NPDES) dischargers in the watershed, specifically the Cities of Oceanside and Vista, the County of San Diego, and CalTrans. The City of Oceanside represents roughly 95 percent of the watershed area and is therefore the lead stakeholder and will ultimately be the most affected and regulated responsible party. The SDRWQCB holds regular stakeholder meetings and allows for stakeholder input during the development process.

As the new regulations are developed and imposed on the responsible parties, forethought and proper planning will ultimately save effort and costs in the long term. Hiring a qualified consultant with knowledge and experience would benefit and protect the City in the long term to meet the new regulations of this TMDL.

The Water Utilities Department sent a Request for Proposals (RFP) to five consulting firms qualified to provide technical assistance for the TMDL support. Two proposals were requested. The proposals are listed in the following table:

Consultant(s)	Bid Amount
Weston Solutions, Inc.	\$24,231
Larry Walker Associates (LWA) in conjunction with TetraTech and MACTEC	\$82,100
Brown and Caldwell	Declined to submit a proposal

In accordance with the City's procedure for the purchasing process, staff evaluated the proposals and after a thorough review, staff recommended Weston Solutions, Inc.

Weston Solutions was awarded a contract and given a Notice to Proceed on March 8, 2011, with a contract amount of \$24,231 and an end date of June 30, 2012.

ANALYSIS

Due to delays and additional work required by the SDRWQCB, the development of the TMDL has been delayed and additional meetings and work products have been required. Thus, it is requested that the technical assistance provided by Weston Solutions, Inc., as detailed in Exhibit A, be extended and the additional costs required to attend meetings and provide necessary guidance and work products be increased.

A list of responsible parties for the Loma Alta Creek Watershed has not been identified by the Regional Water Quality Control Board. While the City of Oceanside has 97% of the population and land area within its jurisdiction, other potential responsible parties, such as the City of Vista, CalTrans, County of San Diego, and North County Transit District are providing in-kind services and support during the TMDL development. In-kind support has been in the form of attendance and participation at meetings, staff time for work product review/creation, and in-kind support for monitoring services (specifically City of Vista staff hours in the field and County of San Diego loaner monitoring equipment). This contract is specifically to support the City of Oceanside as the lead and most affected responsible party for the Loma Alta Slough TMDL.

The original contract will be increased by \$12,181 for a total contract amount of \$36,412 and a completion date extension to June 30, 2013. This agreement is being brought forward for Council approval because the cumulative total expenditures for Weston Solutions, Inc., projects are over \$50,000.

FISCAL IMPACT

The FY 2011-12 adopted budget for Professional Services (750762711.5305) has an available balance of \$154,273; the increased contract amount is \$12,181. Therefore adequate funds are available.

CITY ATTORNEY'S ANALYSIS

The reference documents have been reviewed by the City Attorney and approved as to form.

INSURANCE REQUIREMENTS

The City's standard insurance requirements have been and will continue to be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission will be updated at its next regularly scheduled meeting on May 17, 2012.

RECOMMENDATIONS

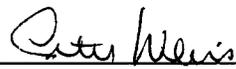
Staff recommends that the City Council approve Amendment 1 in the amount of \$12,181 to the professional services agreement with Weston Solutions, Inc., of Carlsbad for environmental engineering, adding to the scope of work additional technical assistance and extending the term of the agreement from June 30, 2012, to June 30, 2013; and authorize the City Manager to execute the amendment.

PREPARED BY:



Jason Dafforn
Acting Administration Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Cari Dale, Water Utilities Director

Teri Ferro, Financial Services Director



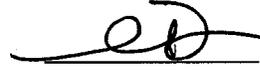




Exhibit A:

**CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: LOMA ALTA SLOUGH NUTRIENT AND BACTERIA TMDL
DEVELOPMENT - 750762711**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated _____ 2012, for identifications purposes, is made by and between the City of Oceanside, a municipal corporation, hereinafter designated as "CITY," and WESTON SOLUTIONS, INC., hereinafter designated as "CONSULTANT".

RECITALS

WHEREAS, CITY and CONSULTANT are parties to that certain Professional Services Agreement dated March 7, 2011, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the CITY set forth therein;

WHEREAS, the parties desire to amend the Agreement to extend the time for completion of work, expand the scope of work, and increase the CONSULTANT'S compensation.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1, Scope of Work, shall be amended to reflect and include the required additional assistance and work products as described and outlined in the scope of work and letter dated March 26, 2012, (Exhibit A).
2. Section 7, Compensation, shall be amended to reflect that all work performed in accordance with this Amendment 1 shall not exceed \$12,181.
3. Section 8, Timing Requirements, shall be amended to reflect the additional work schedule from the letter dated March 26, 2012 to state that the work must be completed by June 30, 2013.
4. Except as expressly set forth in the Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the ~~DEPARTMENT~~ City *SMP*

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this _____ day of _____, 2012.

WESTON SOLUTIONS, INC.

CITY OF OCEANSIDE

By: *Michael Drennan*
Michael Drennan

By: _____
Peter A. Weiss, City Manager

By: *Stephen N. Freed*
Stephen N. Freed, Ass't Secretary
23-1501990

APPROVED AS TO FORM:

Employer ID No.

Robert James ...
City Attorney

NOTARY ACKNOWLEDGEMENTS OF CONSULTANT MUST BE ATTACHED.

**SEE ATTACHED
FOR OFFICIAL
ACKNOWLEDGEMENT**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On 4/10/12 before me, Johnna Ramos, Notary Public
(Here insert name and title of the officer)

personally appeared Michael Drennan

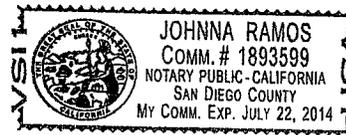
who proved to me on the basis of satisfactory evidence to be the person^(s) whose name^(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature^(s) on the instrument the person^(s), or the entity upon behalf of which the person^(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Johnna Ramos
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT <u>contract amendment</u> (Title or description of attached document)
_____ (Title or description of attached document continued)
Number of Pages <u>2</u> Document Date <u>4/10/12</u>
_____ (Additional information)

CAPACITY CLAIMED BY THE SIGNER
<input checked="" type="checkbox"/> Individual (s)
<input type="checkbox"/> Corporate Officer
_____ (Title)
<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Attorney-in-Fact
<input type="checkbox"/> Trustee(s)
<input type="checkbox"/> Other _____

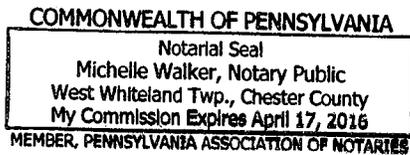
State of Pennsylvania:

County of Chester:

On this, the 13th day of April 2012, before me Michelle Walker, the undersigned officer, personally appeared Stephen N. Freed, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that Stephen N. Freed executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Michelle Walker
Notary Public





WESTON SOLUTIONS, INC.
2433 Impala Drive
Carlsbad, CA 92010
(760) 795-6900 / (760) 931-1580 FAX
www.westonsolutions.com

Dr. Mo Lahsaie
Environmental Officer
Water Utilities Department
City of Oceanside
300 North Coast Highway
Oceanside CA 92054

March 26, 2012

**Subject: Proposal for Additional Technical Assistance with Loma Alta Creek & Slough
Nutrient & Bacteria Total Maximum Daily Load Development – Extension of
Services**

Dear Mo:

Weston Solutions, Inc. (WESTON®) is pleased to provide this scope of work for the extension of services for technical assistance with the Loma Alta Bacteria and Nutrient Total Maximum Daily Load (TMDL) development. Under our current contract, WESTON has been providing these services to the City of Oceanside (City), which has included attending stakeholder meetings, review of documentation, and preparing technical memorandums detailing the City's position on key matters. The development period of this TMDL has been extended by the San Diego Regional Water Quality Control Board (Regional Board) in order to provide additional time for the Southern California Coastal Water Research Project (SCCWRP) to complete required modeling, literature reviews, compilation of data, and stakeholder meetings where results are presented and stakeholders are engaged.

The extension of the development period has resulted in additional stakeholder meetings being conducted and planned for the future. Additionally, the Regional Board has requested stakeholders to provide documentation on key issues when the stakeholder's position differs from that of the Regional Board (e.g., memorandum to define the wet weather threshold of 0.1 inches in lieu of 0.2 inches precipitation). WESTON has under the current contract attended stakeholder meetings and assisted in the preparation of position and technical documents to support the City's and the stakeholders' positions. Our effort to date has covered a period longer than the original development schedule (SCCWRP was originally scheduled to finish the development process by late fall of 2011).

WESTON has budget to participate in two more stakeholder meetings and to respond to current requests from the City that include preparing a strategy and cost estimate for potential pre-TMDL monitoring and model coordinating with other City Departments and consultants. The ultimate TMDL development schedule has not been clearly defined by the Regional Board; however, we anticipate at least four additional stakeholder meetings beyond the next meeting tentatively scheduled for late March/early April. In order to continue to provide the City with similar services as detailed in our current contract, WESTON is requesting an extension of the contract timeline and additional funds. We request that the terms of the new contract be time and materials not to exceed \$12,181. A breakdown of anticipated hours and rates is provided in Attachment A. This extension request is structured with two tasks that have the same services as

the current contract. Similar to original Scope of Work date January 25, 2011, the following consulting qualifications and task details are provided.

WESTON provides a solid understanding for the basis of the development of the region's bacteria and nutrient TMDLs. We have completed and continue to conduct water and sediment quality studies and assessments as part of the Lagoon Investigation Order (IO), Ambient Bay and Lagoon Program, Copermittees Regional Monitoring Program and special studies for the City of San Diego. We have used this experience and knowledge to support the County San Diego and City of San Diego in preparing multiple submittals to the Regional Board during the development of the Bacteria Project I TMDL. We have demonstrated the value of our comprehensive knowledge of science and issues through these studies. Our assessment for the development of a strategic approach to implement the Bacteria Project I TMDL for the City of San Diego has become the basis for the Bacteria Reduction plan.

WESTON leads in the development of integrated TMDL implementation plans in the San Diego region, including completion of the Chollas Creek dissolved metals and bacteria integrated TMDL Implementation Plan. Development of the region's first integrated plan included first developing various strategies and associated estimated capital and maintenance costs to determine a practical approach to meeting the TMDL requirements. It was through this strategy phase that an integrated approach was developed that lead to negotiations with the Regional Board to extend the implementation period from 10 to 20 years. In addition to our TMDL development and implementation experience, WESTON is very familiar with the Loma Alta watershed having prepared the original Watershed Management Plan (WMP).

Task 1. Additional Total Maximum Daily Load Support at Agency Meetings

To meet the overall objective as stated above, a proactive approach to TMDL development is suggested to provide for opportunities to influence the TMDL process toward a more practical implementation based on sound science that also considers constraints in City resources. This task includes additional support for the City in meetings with the Regional Board during the development of the TMDL. This additional support is due to the extension of the TMDL development by the Regional Board. An estimated four additional meetings is assumed. The support efforts under this task include:

- **TMDL Development Support** – WESTON will support the City in reviewing the model development and model outputs to ensure your best interests are considered in the selection of input parameters and assumptions made during modeling. In addition, an evaluation of the feasibility of implementation of the TMDL load reductions in the regulatory timeframe will be completed for selected model run scenarios (i.e., in Shelter Island the results of a feasibility assessment to replace boat paint resulted in a negotiated timeline based on predicted conversion rate of boats).
- **Meeting Attendance** – WESTON will support the City in discussions with regard to the development of the TMDL, following the steps for third parties in TMDL analysis in "Guidance for Developing TMDLs in California," United States Environmental Protection Agency (USEPA) Region 9 (2000). These discussions would include facilitation of discussions between the City and TetraTech, SCCWRP and the Regional Board. The discussions also include the current development of numeric nutrient endpoints and the 319(h) application. This sub-task includes up to four additional

meetings above the current contract to be attended by the Project Manager and the Project Engineer or Scientist.

Anticipated Deliverable—A Technical Memorandum of the recommendations for TMDL development based on the activities discussed above. Supporting information summaries in preparation of the listed meetings and a summary of meeting discussions provided within three days of each meeting held.

Task Effort—The not to exceed time and material cost for Task 1 additional effort is \$6,974.

Task 2 – Additional Document Review

This task includes additional support to the City in the review of TMDL work products and assisting the City in preparing comments, edits and strategy. The suggested approach is similar to that outlined under Task 1. The input on work products may include scientific basis for waste load allocations and economic analysis of TMDL implementation as required under state law. This analysis can be helpful in assessing the benefits and impacts regarding the Loma Alta TMDL to support the City's comments on TMDL work products. We will also be coordinating with the contractor that is performing the Master Plan updates and hydraulic modeling for the City's Engineering Division to utilize this effort to also address water quality needs anticipated under the TMDL. We will discuss and suggest opportunities to utilize this modeling effort to the extent possible within the scope of the Master Plan contract to provide data that can be used in the TMDL Implementation Plan.

Anticipated Deliverables—It is anticipated under this task that comments and edits to the TMDL work products will be developed and provided to the City. The cost estimate is based on providing review comment and strategies related to the following five remaining items in the TMDL development process:

- Numeric Target, Modeling Run
- Model Validation
- Loading Evaluation
- Waste Load Allocation / Load Allocation
- Implementation Planning

Strategies to respond to these work products as well as anticipate and provide proactive suggested input prior to draft product distributions will be developed and presented as technical memorandum estimated five total. Additional effort would be covered under Task 3, to be determined.

Task Effort—The not to exceed time and material cost for Task 2 additional effort is \$5,207.

Project Schedule

The proposed schedule for Task 1 and Task 2 will depend on the scheduled dates of these agency and stakeholder meetings and completion of the TMDL work products. Four meetings additional meetings have yet to be scheduled. It is anticipated that adoption of the TMDL will be by summer 2013 and therefore it is anticipated that the work to support the TMDL development will be complete by June 30, 2013. The schedule for delivery of meeting minutes is within three

business days. WESTON will complete comments, edits, and strategies in a timely manner to assure that the City can provide these comments to the Regional Board for incorporation into the TMDL.

WESTON is committed to meet the required schedule. Demonstration of our ability to complete the job has been shown by our on-time completion of comments provided to the County of San Diego and City of San Diego for the Bacteria Project I TMDL, and recently for the Whole Effluent Toxicity review and comment letter for the Los Angeles Department of Public Works.

Summary of Additional Task Estimated Efforts

Task totals are estimated based time and materials not to exceed costs. This contract will be billed on a monthly basis and the terms of payment will be NET 30.

Task	Description	Cost
1	Additional TMDL Support & Agency Meetings	\$6,974
2	Additional Review of TMDL Products, Comments, & Strategies	\$5,207
	Total Additional Contract Amount	\$12,181

The breakdown of each task by hours and fee is provided in Attachment A.

We are eager to have the opportunity to use our experience and knowledge, as highlighted in this proposal, to continue to provide the City with sound technical assistance that provides the most benefit and protects your long-term interests and limited resources. Please contact me at 760.497.3318 with any questions.

Very Truly Yours,

Weston Solutions, Inc.



David Pohl, PhD PE,
Principal Project Manager

Attachment A

Weston Solutions, Inc.

TOTAL PROJECT BUDGET – TIME AND MATERIAL BREAKDOWN

Task #	Task Description	Personnel Assigned	Labor Category	Number of Hours	Hourly Bill Rate	Total Cost
1	Meeting Support	David Pohl	Project Manager / Principal Engineer	24	\$200.00	\$4,800.00
		Anthony Cotts	Sr. Engineer	12	\$160.00	\$1,920.00
		Staff	W/P & Graphics	2	\$75.00	\$150.00
		Staff	Project Controls	2	\$52.00	\$104.00
TASK 1 TOTAL:						\$6,974.00
2	Document Review	David Pohl	Project Manager / Principal Engineer	12	\$200.00	\$2,400.00
		Anthony Cotts	Sr. Engineer	12	\$160.00	\$1,920.00
		Gretel Roberts	Sr. Scientist	2	\$165.00	\$330.00
		Andrea Crumpacker	Project Scientist	2	\$140.00	\$280.00
		Staff	W/P & Graphics	3	\$75.00	\$225.00
		Staff	Project Controls	1	\$52.00	\$52.00
TASK 2 TOTAL:						\$5,207.00
PROJECT TOTAL						\$12,181.00



CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: LOMA ALTA SLOUGH NUTRIENT AND BACTERIA TMDL
DEVELOPMENT - 750762711**

THIS AGREEMENT, dated March 7th, 2011 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and WESTON SOLUTIONS, INC., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONSULTANT desires to perform Environmental Engineering Tasks 1, 2 and 3 of the proposal dated January 25, 2011 attached hereto and incorporated herein as Exhibit A.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Water Utilities Director. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Water Utilities Director. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. **LIABILITY INSURANCE.**

4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2. CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

or

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3. If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4. All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and

other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent

acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$24,231.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Water Utilities Director. CONSULTANT shall obtain approval by the Water Utilities Director prior to performing any work, which results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Water Utilities Director by June 30, 2012.
9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

LOMA ALTA SLOUGH NTRIENT AND
BACTERIA TMDL DEVELOPMENT - 750762711

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

- 11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

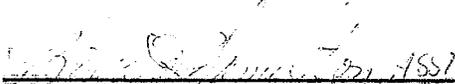
- 12. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

WESTON SOLUTIONS, INC.
By: 
Name/Title Corporation
Peter A. Ceribelli, Sr. Vice President
& COO
Date: 2/25/11

CITY OF OCEANSIDE
By: 
Cari Dale, Water Utilities Director
Date: 3/7/2011

By: 
Name/Title Corporation
Donald B. Bauer, Assistant Secretary
Date: 2/25/11

APPROVED AS TO FORM:


23-1501990

Employer ID No.

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

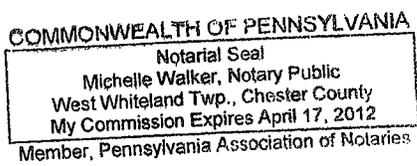
State of Pennsylvania:

County of Chester:

On this, the 28th day of February 2011 , before me Michelle Walker, the undersigned officer, personally appeared Donald B. Bauer, Assistant Secretary, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that Donald B. Bauer executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Michelle Walker
Notary Public



State of Pennsylvania:

County of Chester:

On this, the 28th day of February 2011 , before me Michelle Walker, the undersigned officer, personally appeared Peter A. Ceribelli, Sr. Vice President & COO, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that Peter A. Ceribelli executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Michelle Walker
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Michelle Walker, Notary Public
West Whiteland Twp., Chester County
My Commission Expires April 17, 2012
Member, Pennsylvania Association of Notaries

Attachment 1: SIGNATURE AUTHORITY MATRIX

	BOARD OF DIRECTORS OR EXECUTIVE COMMITTEE ⁽⁸⁾	CHIEF EXECUTIVE OFFICER/ PRESIDENT	★ CHIEF OPERATING OFFICER	CHIEF FINANCIAL OFFICER/ CHIEF INFORMATION OFFICER	SENIOR MANAGER ⁽⁷⁾	PROFIT CENTER MANAGER	CLIENT SERVICES MANAGER/ PROJECT MANAGER ⁽⁶⁾⁽⁹⁾	MANAGER - CONTRACTS MANAGEMENT AND PROCUREMENT SERVICES	DIVISION CONTROLLER
COMMITMENT TO PERFORM WORK OR SELL GOODS (\$ Values= Gross Revenues)									
Proposals/Contracts - Not Fixed Price or Lump Sum ⁽¹⁾	> 500M	500M	150M	--	25 M ⁽⁶⁾	5M	500K	--	--
Proposals/Contracts - Fixed Price or Lump Sum ⁽¹⁾	>100M	100M	25M	--	10 M ⁽⁶⁾	2M	100K	--	--
AUTHORIZATION TO SPEND WESTON FUNDS									
Authorization for Expenditure (AFE) - Operational/Initiative Capital	> 5M	5M	2M	2M	--	--	--	--	--
Authorization for Funds (AFF) - New Offices, Office Extensions, Expansions, Reductions, Relocations	>10M	10M	2M	2M	--	--	--	--	--
Purchase Requisition - Direct	> 100M	100M	50M	50M	25M	2M	250K	--	250K
Purchase Requisition - Overhead	> 50M	50M	2M	2M	500K	50K	--	--	100 K
COMMITMENT OF WESTON FUNDS⁽³⁾									
Purchase Order; Subcontract; Consulting Agreement ; Real Estate Lease; Other Similar Agreements - Direct ⁽⁴⁾	> 100M	100M	--	--	--	--	--	100M	--
Purchase Order; Subcontract; Consulting Agreement ; Real Estate Lease; Other Similar Agreements - Overhead ⁽⁴⁾	> 50M	50M	--	--	--	--	--	50 M	--
Pay Direct (Per Operating Practice 04-003-06)	> 10M	10M	2M	2M	500K	50K	--	250 K ⁽²⁾	10K
EMPLOYMENT ACTIONS⁽¹⁰⁾ "SG" = Salary Grade									
Employment Requisition, Promotion, Compensation Increase, or Involuntary Termination ⁽¹³⁾	≥Sr. Manager ⁽¹¹⁾	≤SG 32 and Sr. Managers ⁽¹¹⁾	≤SG 25	≤SG 20	≤SG 20	--	--	--	--
Incentive Compensation Plan ⁽¹²⁾	≥Sr. Manager ⁽¹¹⁾	<SG 32 and Sr. Managers ⁽¹¹⁾	--	--	--	--	--	--	--
Spot Bonus	≥Sr. Manager ⁽¹¹⁾	≤SG 32 and Sr. Managers ⁽¹¹⁾	<5 K	<5 K	<5 K	--	--	--	--
FINANCING/TRANSACTION DOCUMENTS "Yes" Means the Listed Individuals Have Signature Authority									
Bonding Documents (Including Indemnity Agreements)	Yes	Yes	Yes	Yes	Yes for General Counsel Only	--	--	--	--
Insurance Documents	Yes	Yes	Yes	Yes	Yes for General Counsel Only	--	--	--	--
Bank Account Documents	Yes	Yes	Yes	Yes	--	--	--	--	--
Loan Documents - Secured and Unsecured	>5M	5M	2M	2M	--	--	--	--	--
Loan documents - Non-recourse project construction loans	>20M loan >50M aggregate	20M per loan 50M aggregate ⁽¹⁴⁾	--	--	--	--	--	--	--
New Business Entity Creation Documents (e.g. JV, LLC)	Yes	Yes	Yes	--	--	--	--	--	--
Investment Documents (e.g. purchase or sale of a business, real estate, other assets)	>5M	5M	2M	--	--	--	--	--	--
OTHER DOCUMENTS "Yes" Means the Listed Individuals Have Signature Authority									
Collective Bargaining Agreements; Other Labor Agreements	Yes	Yes	Yes	--	Yes for Senior Manager - Human Resources only	--	--	--	--
All Other Documents Not Covered Above ⁽¹⁵⁾	>5M	5M	2M	2M	500K	-- 100K	--	--	--



WESTON SOLUTIONS, INC.
2433 Impala Drive
Carlsbad, CA 92010
(760) 795-6900 / (760) 931-1580 FAX
www.westonsolutions.com

Mr. Mo Lahsaiezadeh
Clean Water Program Coordinator
The City of Oceanside
300 North Coast Highway
Oceanside CA 92054

January 25, 2011

Subject: Proposal for Technical Assistance with Loma Alta Creek & Slough Nutrient & Bacteria Total Maximum Daily Load Development

Dear Mo:

Weston Solutions, Inc. (WESTON[®]) is pleased to provide this scope of work for services for technical assistance with the Loma Alta Bacteria and Nutrient Total Maximum Daily Load (TMDL) development. We understand that the San Diego Regional Water Quality Control Board (Regional Board) with the assistance of the Southern California Coastal Water Research Project (SCCWRP) is moving forward in the development of the TMDL for Loma Alta Slough. Given these challenges, WESTON provides the TMDL experience and local knowledge that can most benefit and protect the City of Oceanside (City) in the long term related to this and future TMDLs. The team proposed to support you on this TMDL has worked on all phases of TMDL development and implementation here in the San Diego Region, Los Angeles, and nationally. We develop strategies with municipalities early on in the TMDL process with greater influence that leads toward a more practical TMDL addressing the municipality's goals in the most cost-effective manner, based on sound science.

WESTON provides a solid understanding for the basis of the development of the region's bacteria and nutrient TMDLs. We have completed and continue to conduct water and sediment quality studies and assessments as part of the Lagoon Investigation Order (IO), Ambient Bay and Lagoon Program, Copermittees Regional Monitoring Program and special studies for the City of San Diego. We have used this experience and knowledge to support the County San Diego and City of San Diego in preparing multiple submittals to the Regional Board during the development of the Bacteria Project I TMDL. We have demonstrated the value of our comprehensive knowledge of science and issues through these studies. Our assessment for the development of a strategic approach to implement the Bacteria Project I TMDL for the City of San Diego has become the basis for the Bacteria Reduction plan.

WESTON leads in the development of integrated TMDL implementation plans in the San Diego region, including completion of the Chollas Creek dissolved metals and bacteria integrated TMDL Implementation Plan. Development of the region's first integrated plan included first developing various strategies and associated estimated capital and maintenance costs to determine a practical approach to meeting the TMDL requirements. It was through this strategy phase that an integrated approach was developed that lead to negotiations with the Regional Board to extend the implementation period from 10 to 20 years. In addition to our TMDL development and implementation experience, WESTON is very familiar with the Loma Alta watershed having prepared the original Watershed Management Plan (WMP). In addition, as

demonstrated in the Bacteria Seminar hosted by WESTON in 2009, we are a leader in microbial studies and source identification studies.

In accordance with the proposal submittal requirements listed in the request for proposal (RFP) dated January 12, 2011, the following address items 17 to 24.

Consultant's Name & Contact Information

Weston Solutions, Inc.

(Local Office)

Contact David Pohl
Address 2433 Impala Drive
Carlsbad, CA 92010

Phone 760.497.3318

Fax 760.931.1580

(Corporate Office)

Address 1400 Weston Way
P.O. Box 2653
West Chester, PA 19380-1492

Phone 610.701.3000

Fax 610.701.3186

Team Organization, Task Roles, & Resumes

We have assembled a highly qualified team with the knowledge, experience, and insight into nutrient and bacteria TMDLs, TMDLs in lagoons/slough, working with the Regional Board and hands-on local experience in the Loma Alta drainage area and Carlsbad Hydrologic Unit. The team will be from our local Carlsbad office and brings local expertise and responsiveness. Our Carlsbad location is within 15 minutes of City office, ensuring quick response to meeting attendance requests or face-to-face discussions. The WESTON team organization chart is presented below, including key team members and their roles under this scope of work. Key team members will not be reassigned without prior City approval. Following the organizational chart, we have included a brief biography for each team member and their role(s) to accomplish this scope of work.





Project Manager
David Pohl, PhD, PE

**Task 1
Meeting Support**

David Pohl, PhD, PE

**Task 2
Document Review**

**Task 3
Additional Research &
Document Preparation**

Andrea Crumacker

Project Manager / Principal Engineer - David Pohl, PhD, PE

Qualifications—Dr. Pohl brings over 25 years of geo-environmental engineering experience including leading the development of TMDL Implementation Plans for Chollas Creek and Marina del Rey Harbor, and developing strategic plans to address National Pollutant Discharge Elimination System (NPDES) Permit and TMDL requirements for the City of San Diego. He is currently the Project Manager for the regional five-year watershed assessments that includes Loma Alta. Dr. Pohl developed the strategic planning document that the City of San Diego is using as a framework to develop the Bacteria Reduction Plans under the Bacteria Project I TMDL. He has developed and given presentations to the Regional Board on studies and strategies representing municipalities that supported TMDL development.

Role—Dr. Pohl will lead the team and provide oversight and quality assurance review of all deliverables. He will also attend meetings with Regional Board and SCCWRP representing the City during the TMDL review process (Task 1). He will also lead the review of the documents using the unique expertise of the team to assist the City in comments, edits, and strategy under Task 2. He will also lead the development of specific strategies recommended to the City with regard to the TMDL. Dr. Pohl will provide quality assurance review of any documents prepared under Task 2 and Task 3.



Project Scientist – Andrea Crumpacker

Qualifications—Ms. Crumpacker has over 10 years of experience in environmental data evaluation, collection, and statistical analysis including multivariate statistical analysis and relational database creation. She is currently serving as the Project Manager for the City of Vista TMDL support contract, and recently served as the Project Manager for the City of San Diego TMDL / Section (§)303(d) support that included review, comment, and re-evaluation of data used to develop the 2008 §303(d) list, as well as review of the Bacteria Project I TMDL.

Role—Ms. Crumpacker will support Dr. Pohl in preparing any presentation material for meetings with the Regional Board, and provide backup for meeting attendance Task 1). She will also conduct under Task 2 the review of applicable documents and develop with team and City input comments and suggested edits to the documents under development by the Regional Board, SCCWRP, and their consultants. Ms. Crumpacker will also conduct any additional research and review of documents as part of the TMDL process for development with team and City input comments and edits to these documents as part of Task 3.

Senior Scientist/Microbiologist – Gretel Silyn Roberts, PhD

Qualifications—Dr. Roberts has worked for over 15 years in the area of water quality microbiology and public health risk assessment. Her expertise encompasses bacterial source identification and bacteria load reduction strategies with projects implemented throughout Southern California. Her recent work in San Diego watersheds and receiving waters, together with significant practical experience in bacterial TMDL development and implementation, has showcased her regional expertise in the regulatory environment as it pertains to microbiology. In addition to her role as Director of Microbial Sciences in WESTON's Carlsbad office, Dr. Roberts is an elected member of the County of San Diego's Environmental Health Advisory Board. She is also a member of the Project Management Institute.

Role—Dr. Roberts will support the Project Manager, task leaders, and team with her expertise in microbiology and bacteria special studies and TMDL development and planning. She will be part of the document review team under Task 2, and focus on the bacteria issues under the Loma Alta TMDL development. She will work closely with the Project Manager and the City to identify the technical issues in the TMDL and provide comments, edits and strategies through the project team.

Senior Engineer – Anthony Cotts, PE

Qualifications—Mr. Cotts has over 10 years of civil design and hydrologic and pollutant loading modeling for large and small watersheds in Southern California using various software (e.g., SWMM, HEC-HMS, and HEC-RAS). He has been conducting for the last three years the hydrologic and pollutant modeling for the Regional Monitoring program that includes the Carlsbad Hydrologic Unit. Mr. Cotts is currently the Project Engineer for the Marina del Rey Bacteria and Toxics TMDL Implementation Plan and is responsible for the preparation of the plan and reviewing and commenting on the best management practices implementation model being used by Los Angeles County Public Works. He is also developing engineering solutions to address bacteria issues at Poche Beach in San Clemente, California.

Role—He will support the Project Manager and Task Leader on review of document and preparation of presentations, comments, edits and strategies under Task 1 and Task 2. Mr. Cotts



will provide his expertise in hydrologic and pollutant loading modeling to support the Project Manager in developing recommendations to the City on the TMDL modeling effort as under the TMDL development.

Complete resumes of the key team members are included as Attachment A. The key project team members are supported by geographic information systems (GIS) specialists that can provide as-needed mapping services for presentations and comments.

The proposed project team is committed to completing the requirements of this contract on time and within budget.

Project Objective

The primary objective of this project is to support the City in this TMDL development phase, resulting in a greater City influence in the process toward a more practical TMDL. This TMDL will address the City's goals through a cost-effective, sound science approach. WESTON provides the TMDL experience and local knowledge that will benefit and protect the City in the long term related to this and future TMDLs.

This overall objective can be amplified to include the development of strategies that form the framework for a TMDL implementation plan, which can build on the outcomes from this scope of work. WESTON is currently working to support the City of San Diego in meetings with the Regional Board and stakeholders on the development of the TMDL for Los Peñasquitos Lagoon. As part of the TMDL development process, WESTON is reviewing the data inputs and assumptions to the TMDL modeling and recommending incorporation of specific data in order to improve the model results toward a more practical outcome. We are working with the stakeholders and the Regional Board to develop practical solutions to meeting the requirements of the TMDL and incorporating these solutions as part of the TMDL. Therefore, it may also be beneficial to the City to evaluate potential solutions at this TMDL development stage and amplify the objective to consider not only the outcomes of the TMDL model, but to also work with the stakeholders and Regional Board to develop practical and attainable solutions for incorporation into the TMDL.

Project Approach & Experience on Similar Projects

The approach to this project is based on the understanding of the project objectives and the City's goals and desired outcomes from the TMDL development. Therefore, the first step in this project is to meet with the City to discuss your goals and expectations of the current TMDL process. It will also be important to understand the goals and desired outcomes for the other stakeholders, and WESTON suggests a kickoff meeting to discuss goals and expectations. It is anticipated that as part of this scope of work, WESTON will provide technical support in assisting the City to better understand the data inputs to the TMDL model that are sensitive to determining load allocation and timelines that directly impact the City. Furthermore, it is important to understand the basis of the model outputs and identify any data gaps that may impact the City's ability to reach the TMDL requirements cost effectively. Therefore, we have included as part of Task 1 is review of the dataset being used and identifying potential issues and data gaps. The overall approach will follow the tasks summarized below, as outlined in the scope of work.

The WESTON team will use our experience on similar TMDLs that includes the pending nutrient TMDL for Famosa Slough and the Coastal and Creek Bacteria TMDL as highlighted in the project descriptions provided in Attachment B. Our experience in collecting and then assessing the data for the IO for Famosa Slough and Los Peñasquitos Lagoon have indicated that these data did not provide the full picture in developing a TMDL that lead to more practical solutions. For example, the IO data from Los Peñasquitos did not include watershed data that could identify potential sources and which drainage area and conditions were resulting in the greatest load. Furthermore, the IO data did not include assessing the issue of seasonal closure of the mouth of the lagoon, which is critical to the development of management actions. This and other examples of our team's experience in TMDLs in lagoons, nutrient and bacteria TMDLs, experience working with the Regional Board and within Loma Alta drainage area and Carlsbad Hydrologic Unit are presented in the project descriptions in Attachment B.

Task 1. Total Maximum Daily Load Support at Agency Meetings

To meet the overall objective as stated above, a proactive approach to TMDL development is suggested to provide for opportunities to influence the TMDL process toward a more practical implementation based on sound science that also considers constraints in City resources. This task includes support for the City in meetings with the Regional Board during the development of the TMDL. The support efforts under this task include:

- **TMDL Development Support** – WESTON will support the City in reviewing the model development and model outputs to ensure your best interests are considered in the selection of input parameters and assumptions made during modeling. In addition, an evaluation of the feasibility of implementation of the TMDL load reductions in the regulatory timeframe will be completed for selected model run scenarios (i.e., in Shelter Island the results of a feasibility assessment to replace boat paint resulted in a negotiated timeline based on predicted conversion rate of boats).
- **Meeting Attendance** – WESTON will support the City in discussions with regard to the development of the TMDL, following the steps for third parties in TMDL analysis in "Guidance for Developing TMDLs in California," United States Environmental Protection Agency (USEPA) Region 9 (2000). These discussions would include facilitation of discussions between the City and TetraTech, SCCWRP and the Regional Board. The discussions also include the current development of numeric nutrient endpoints and the 319(h) application. This sub-task includes up to five meetings to be attended by the Project Manager and the Project Engineer or Scientist.

Anticipated Deliverable—A Technical Memorandum of the recommendations for TMDL development based on the activities discussed above. Supporting information summaries in preparation of the listed meetings and a summary of meeting discussions provided within three days of each meeting held.

Task Effort—The fixed price not to exceed cost for Task 1 is \$9,789.

Task 2 - Document Review

This task includes supporting the City in the review of TMDL work products and assisting the City in preparing comments, edits and strategy. The suggested approach is similar to that outlined under Task 1. A proactive approach is suggested that includes providing suggestions on

the content and language of the TMDL products prior to the Regional Board presentation of drafts. This can be accomplished through discussions with the Regional Board regarding model outputs and waste load allocation development. This input on work products may include scientific basis for waste load allocations and economic analysis of TMDL implementation as required under state law. WESTON is currently working with a local university to develop an economic analysis of the Bacteria Project I TMDL. This analysis can be helpful in assessing the benefits and impacts regarding the Loma Alta TMDL to support the City's comments on TMDL work products.

Anticipated Deliverables—It is anticipated under this task that comments and edits to the TMDL work products will be developed and provided to the City. The cost estimate is based on providing review comment and strategies related to the following five remaining items in the TMDL development process:

- Numeric Target, Modeling Run
- Model Validation
- Loading Evaluation
- Waste Load Allocation / Load Allocation
- Implementation Planning

Strategies to respond to these work products as well as anticipate and provide proactive suggested input prior to draft product distributions will be developed and presented as technical memorandum estimated five total. Additional effort would be covered under Task 3, to be determined.

Task Effort—The fixed price not to exceed cost for Task 2 is \$14,442.

Task 3 – Additional Research & Document Preparation As Needed

As this is an optional task, specific approaches will be developed based on the outcomes of Task 1 and Task 2. This task may include review of existing datasets to determine if there remain data gaps that are needed to complete the implementation planning that may be incorporated into the TMDL. For example, source data on whether groundwater seepage in the lower water is the primary source of nutrients may be beneficial at this stage to better define and assess the practicality of attaining waste load allocation goals. The Regional Board has been open to incorporating into the TMDL goals that integrate waste load allocations with measures that ultimately restore beneficial uses using measures suggested by the stakeholders. This may then lead to more practical solutions.

Project Schedule

The project schedule will follow the anticipated schedule as outline in the scope of work. The WESTON team is available and eager to begin this project and support the City during the TMDL development. As indicated in the RFP, the four anticipated meetings on the initial modeling runs, type of management scenarios and numeric targets have not been scheduled. Prior to this meeting, WESTON will meet with the City to discuss your desired outcomes and review the information provided from these agency meetings to date. This kickoff meeting will also include discussing potential strategies moving forward that include providing input prior to

the meeting on management scenarios and numeric targets. The proposed schedule for Task 1 and Task 2 will depend on the scheduled dates of these agency and stakeholder meetings and completion of the TMDL work products. Once the schedule of these milestones is confirmed, a project schedule will be provided. The schedule for delivery of meeting minutes is within three business days. WESTON will complete comments, edits, and strategies in a timely manner to assure that the City can provide these comments to the Regional Board for incorporation into the TMDL.

WESTON is committed to meet the required schedule. Demonstration of our ability to complete the job has been shown by our on-time completion of comments provided to the County of San Diego and City of San Diego for the Bacteria Project I TMDL, and recently for the Whole Effluent Toxicity review and comment letter for the Los Angeles Department of Public Works.

Summary of Task Estimated Efforts

Task totals are estimated based fixed price not to exceed costs. This contract will be billed on a monthly basis and the terms of payment will be NET 30.

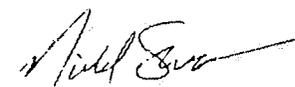
Task	Description	Cost
1	TMDL Support & Agency Meetings	\$9,789
2	Review of TMDL Products, Comments, & Strategies	\$14,442
3	Additional Review of Documents	TBD

The breakdown of each task by hours and fee is provided in Attachment C.

We are eager to have the opportunity to use our experience and knowledge, as highlighted in this proposal, to provide the City with sound technical assistance that provides the most benefit and protects your long-term interests and limited resources. We provide these benefits for municipalities throughout Southern California from the Shelter Island to Marina del Rey Harbor. We look forward to providing you our TMDL experience and knowledge to address your goals on this project. Please contact our Project Manager, David Pohl, at 760.497.3318, or me at 760.795.6924 if you have any questions.

Very Truly Yours,

Weston Solutions, Inc.



Michael Shaeffer
Office Manager



David Pohl, PhD PE
Project Manager

cc: project file

