

STAFF REPORT



ITEM NO. 8 CITY OF OCEANSIDE

DATE: December 4, 2013
TO: Honorable Mayor and City Councilmembers
FROM: Water Utilities Department
SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT IN THE AMOUNT OF \$80,000 WITH D-MAX ENGINEERING FOR STORMWATER PROGRAM ASSISTANCE**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement in the amount of \$80,000 with D-Max Engineering of San Diego for stormwater program assistance; and authorize the City Manager to execute the agreement.

BACKGROUND

The San Diego Regional Water Quality Control Board issued a new five-year Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) Permit on May 8, 2013, to prohibit non-stormwater discharges and polluted stormwater from entering the storm drain system. The permit regulates discharges to inland surface waters, bays and estuaries and coastal waters throughout the three Southern California coastal counties including San Diego County. The City of Oceanside is one of 39 entities subject to the new permit.

The permit requires the development and submission of an updated Jurisdictional Runoff Management Plan (JRMP), the implementation of a dry weather water quality monitoring program, and compliance with the Total Maximum Daily Loads (TMDL) mandates. Under the current NPDES Permit, the City of Oceanside is required to comply with the above referenced regulatory requirements.

The objective of outsourcing a portion of the City's clean water program is to update the City's JRMP document, conduct dry weather water quality monitoring, and provide technical assistance and guidance during the implementation and development of TMDLs required by the recently adopted NPDES Permit.

ANALYSIS

The overarching objective of this work is to ensure that the City of Oceanside is compliant with implementation of the recently adopted NPDES Permit and the existing and future TMDL mandates. The specific objectives include:

1. Updating the City's Jurisdictional Runoff Management Program (JRMP) plan as required by Order No. R9-2013-0001.
2. Providing technical recommendations, analyses and reports as needed for current and future Total Maximum Daily Loads (TMDLs) in the City. These include the adopted Indicator Bacteria TMDL for the Pacific Ocean Shoreline at the San Luis Rey River and the eutrophication and bacteria TMDLs in development for the Loma Alta Slough.
3. Attending copermittees, stakeholders and regional workgroup meetings as requested by the City and provide technical advice to City Staff on related topics.
4. Drafting internal technical memos, reviewing, commenting and providing technical guidance on external correspondence with the regulatory agencies.
5. Providing other technical advice and assistance as required by the City.
6. Conducting jurisdictional Dry Weather MS4 Outfall Discharge water quality monitoring services as required by the Stormwater NPDES Permit during the development of Water Quality Improvement Plans through FY 2014-15. This task is optional and may not be considered by the City.

In order to accomplish the above objectives, a qualified environmental consulting firm was solicited to provide the technical services needed. On July 25, 2013 a Request for Proposal (RFP) was made available and three proposals were received from the following environmental consulting firms: D-Max Engineering, Inc., Weston Solutions, Inc., and Mikhail Ogawa Engineering Inc. Reviewers rated the proposals and it was determined that D-Max Engineering Inc., was rated the highest overall, and offered the best toolbox of techniques to meet the RFP objectives.

FISCAL IMPACT

There is currently \$135,000 in Clean Water Program account 750762711.5326. Therefore sufficient funds are available for the project.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission received an oral project update at its scheduled meeting on October 15, 2013.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATIONS

Staff recommends that the City Council approve a professional services agreement in the amount of \$80,000 with D-Max Engineering of San Diego for stormwater program assistance; and authorize the City Manager to execute the agreement.

PREPARED BY:

M.A. Lahsaie
Mo. Lahsaie
Environmental Officer

SUBMITTED BY:

Steve Weis for
Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

MS

Cari Dale, Water Utilities Director

CC

Michael Blazenski, Interim Financial Services Director

JW FW MB

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: STORMWATER PROGRAM ASSISTANCE - 750762711

THIS AGREEMENT, dated _____, 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and D-MAX ENGINEERING, INC., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONSULTANT desires to perform Environmental Engineering to update the City's Jurisdictional Runoff Management Program as is more particularly described in the CONSULTANT'S proposal dated September 30, 2013, 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*

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 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement 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, at minimum, 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.** To the greatest extent allowed by law, 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 CONSULTANT'S work, including 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 founded upon, 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. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.
8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$80,000.

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 that results in incidental expenses to CITY.

9. **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 no later than April 2015.
10. **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.
11. **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. 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.
12. **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.

13. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

14. **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.

D-MAX ENGINEERING, INC.

CITY OF OCEANSIDE

By: *Arsalan Dadkhah* / President
Name/Title *Arsalan Dadkhah*

By: _____
Steven R. Jepsen, City Manager

Date: *11/8/13*

Date: _____

By: *John Quenzer* / Secretary
Name/Title *John Quenzer*

APPROVED AS TO FORM:

Date: *11/8/2013*

Barbara Hamilton, ASST.
City Attorney

33-0719783
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego }

on Nov 8, 2013 before me, Maria E. Felix, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Arsalan Dadkhah and John Quenzer

Name(s) of Signer(s)

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.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Stormwater Program Assistance

Document Date: November 8, 2013 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Individual
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Individual
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____



September 30, 2013

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

Re: Scope of Services for Clean Water Program Technical Assistance

Dear Dr. Lahsaie:

Pursuant to our meeting on September 18, 2013, D-MAX Engineering, Inc. is pleased to provide you with the attached revised scope of services, including staff assignments, schedule, a cost breakdown, and hourly rates.

We are confident that our experience in storm water management both in the City of Oceanside and regionally will enable us to provide you with prompt, quality, cost-effective service. If you have any questions about this scope of services, please feel free to contact us.

Sincerely,
D-MAX Engineering, Inc.

A handwritten signature in black ink that reads 'Arsalan Dadkhah'.

Arsalan Dadkhah, Ph.D., P.E.
Principal

Project Approach

Our approaches to the seven tasks listed in the scope of services in the RFP, numbered in the order they appear in the RFP, are listed below.

1. Update Jurisdictional Runoff Management Program

Our philosophy is to design programs that provide useful information and are as simple, practical, and cost-effective as possible. The new Municipal Permit includes many new requirements, and in many cases, little specific guidance about what approach the City should take to meet them is given. Our goal in updating the JRMP is to develop a plan that meets the Municipal Permit requirements, is feasible for the City, targets resources at Priority Water Quality Conditions, and is designed to produce meaningful outcomes. Our experience with JRMP preparation and implementation and our understanding of both the specific requirements and the general intent behind the Municipal Permit will be instrumental in meeting this goal.

Our general approach is to obtain relevant information about various City departments and programs. We have already begun work on JURMP updates for other cities, so we know what information must be gathered. This information is typically gained from reviewing past reports and from asking questions of appropriate City staff. Based on that information, we will begin putting together sections of the JURMP. During this process, additional information is sometimes needed, and it is also important to maintain regular communication with City staff to ensure the approaches being developed are acceptable to the City. In some cases, we may need to contact the RWQCB for clarification about certain Municipal Permit requirements.

We will develop prioritization criteria for the key sources and pollutant-generating activities associated with the Priority Water Quality Conditions based on our extensive experience in developing and implementing jurisdictional and watershed programs. We will then identify BMPs, activities, or approaches to target the key sources and pollutant generating activities. Our team will work closely with City staff to determine which strategies are the best fit for Oceanside, along with the extent and timing of implementation. Our team will leverage our experience in designing and implementing BMPs, formulating pollutant reduction and other strategies for TMDL compliance, and assisting with a wide range of jurisdictional responsibilities faced by San Diego Copermittees under the Permit.

Specific Tasks

A summary of the major tasks we will complete as part of the JRMP update is listed below. Where our understanding is that the City will complete a portion of the work, that understanding is indicated in *italics*.

- Monitoring Procedures
 - Prepare inventory of major MS4 outfalls *based on an outfall list to be provided by the City*. We understand that this list may need to be updated in the period leading up to the JRMP deadline to reflect which sites have persistent flow, based on the data collected during the transitional dry weather MS4 outfall monitoring program.
 - Document monitoring procedures for the new field screening monitoring proposed in the Permit. The field data sheet for this program has already been developed by the Copermittees. We anticipate incorporating the follow-up guidance manual prepared for the Copermittees by LWA as an attachment to these procedures. Additional City-specific refinement will also be provided,

- if desired, based on our experience implementing this program in many jurisdictions.
 - Review the City's procedure for tracking resolution for sites needing follow-up. Provide recommendations for modification if necessary, and document any changes.
 - Illegal Discharge Detection and Elimination
 - Update the lists of conditionally and unconditionally prohibited discharges. The new Municipal Permit changes regulation of many common types of non-storm water discharges, including irrigation runoff, residential car washing, fire sprinkler maintenance discharges, foundation and footing drains, and air conditioning condensate.
 - Develop guidance for requirements applicable to conditionally allowed discharges, such as directing them to pervious areas where feasible. Developing guidance provides practical direction to residents, businesses, and other City staff. We will draw on work we have already completed in this area for the cities of San Diego and National City.
 - Develop procedures to identify, prioritize, and respond to the various types of illegal discharges. This will include procedures for City staff and contractors who are commonly in the field, as required by the Permit.
 - Review the City's procedure for managing reports of discharges and tracking and categorizing them according to the prioritization procedures developed. Provide recommendations for modification if necessary, and document any changes.
 - Document a procedure and criteria that provide guidance on determining whether an identified source can be considered a natural source, using the guidance in the follow-up manual LWA prepared for the Copermittees.
 - Develop procedures to determine if all discharges within a particular category of conditionally allowed discharges should be fully prohibited if an instance of that type of discharge is identified as being a significant source of pollutants.
 - Development Planning
 - *Our understanding is City staff will provide us with an updated BMP Design Manual to be incorporated into the JRMP.*
 - Revise description of development review procedures if necessary based on the revised BMP Design Manual.
 - Update treatment control BMP inspection and maintenance verification certification prioritization and inspection procedures. We will leverage our work in this area from an existing project with the City of San Diego.
 - Review the City's procedure for tracking resolution for sites needing follow-up. Provide recommendations for modification if necessary, and document any changes.
 - Review the City's procedures and tracking processes for pre-occupancy BMP installation verification inspections and tracking, and update if necessary.
 - Construction
 - Update minimum BMP requirements in the City's BMP Manual. The construction BMP manual is a stand alone, separate document that will be provided to the City as an attachment to the JRMP.
 - Revise prioritization procedures and inspection frequencies for each priority. The new permit allows the City to set its own inspection frequencies as it sees fit.
 - Update inspection form and procedures as required to correspond to updated BMP requirements.

- Review the City's procedure for tracking resolution for sites needing follow-up. Provide recommendations for modification if necessary, and document any changes.
 - Municipal Maintenance Operations
 - Update procedures and frequencies for MS4 cleaning, street sweeping, and sanitary sewer maintenance. The new permit allows the City much more flexibility in determining where and how often these maintenance measures must occur. We will work with the City to maximize water quality benefit based on recommended frequencies as determined by local pilot studies by the City of San Diego, recognizing that water quality benefit must be balanced against other departmental needs and other management concerns. For example, we know that downtown is swept very frequently. This frequency is driven by a high level political goal to keep downtown clean, so there is unlikely to be flexibility to change that sweeping frequency.
 - Retrofit and Rehabilitation Opportunities Assessment
 - The new Municipal Permit will require the City to identify areas within its jurisdiction that could be retrofitted for additional pollutant removal.
 - We will develop prioritization criteria to rank potential retrofit and stream or channel rehabilitation projects. Relevant factors will include construction work, potential cost, opportunity for synergy with planned infrastructure improvements, anticipated level of community acceptance, potential benefit to water quality, potential to help with TMDL compliance, and other relevant factors.
 - We will apply the prioritization systems to develop a list of potential retrofit and stream or channel rehabilitation projects based on a desktop analysis and feedback from knowledgeable City staff. For example, one type of infrastructure to consider is existing flood control detention basins, which in some cases can be retrofitted to also provide water quality treatment. This type of retrofit has been successfully completed in the City of Poway.
 - If the City decides to pursue an alternative compliance program as part of its BMP Design Manual update, the list of projects here will also be candidate projects for the alternative compliance program. In this case, finding relatively low cost retrofits will be important. The lower the cost, the smaller the number of projects needed to fund it. Therefore, less expensive projects are more feasible and less administrative effort.
 - Municipal, Industrial, and Commercial Facilities
 - Update BMP requirements for municipal, industrial, and commercial facilities as listed in the City's BMP Manual. The BMP update process also provides an opportunity to target both non-storm water runoff reduction and water conservation goals, which is important in light of water conservation requirements facing the City in its role as a water utility.
 - Deliverables for this task will include updates to the City's three existing manuals, one for each program component.
 - Merge municipal, industrial, and commercial facility inventories, as required by the Permit. We have also worked on an alternative approach that treats multi-business complexes, such as shopping centers and industrial parks, as single units. This approach is often referred to as "property inspections" and has been incorporated into multiple CLRPs. We can provide the City with guidance on how to adapt its inventory to using that approach.

- Develop revised prioritization procedures for the inventory, and update required inspection frequencies. We will also work with the City to determine which businesses should be included on the inventory, as the new permit, unlike the previous permit, does not clearly define which industrial and commercial businesses should be inventoried. Consideration of PGAs linked to Priority Water Quality Conditions should be a key factor, and we have extensive experience in making this type of evaluation.
 - Revise inspection procedures. The new Permit allows for multiple tiers of inspections depending on factors like complexity of activities conducted and potential threat to water quality.
 - Review the City's procedure for tracking resolution for sites needing follow-up. Provide recommendations for modification if necessary, and document any changes.
 - Residential Areas
 - Update residential BMP requirements in the City's BMP manual. The updated BMP manual will be included as an attachment to the JRMP. Significant changes to requirements for discharge types like car washing and irrigation runoff are anticipated. The residential BMP update process also provides an opportunity to target both non-storm water runoff reduction and water conservation goals, which is important in light of water conservation requirements facing the City in its role as a water utility.
 - Delineate residential areas into residential management areas, as required by the permit, to form a residential inventory. This will most likely be done via GIS to develop an inventory of parcels grouped into residential management areas. Based on our experience implementing a residential inventory and inspection pilot project in the City of National City, we expect that single family residential management areas will be fairly large blocks of homes in most cases, but multi-family developments and single family developments with homeowners associations will most likely be inventoried individually.
 - Develop prioritization procedures and apply them to the inventory of delineated residential management areas. City staff institutional knowledge will be a key factor in this process.
 - Develop inspection procedures for residential management areas. We will apply lessons learned from our study in National City to this process.
 - Enforcement Response Plan
 - Develop written guidance for enforcement of requirements for each program component. The guidance must explain what enforcement tools are available to the City, how and when enforcement actions are escalated, and what level of enforcement action is considered higher level. High level enforcement actions must be reported to the RWQCB. We will draw on our broad experience in developing, documenting, and implementing follow-up and enforcement programs in the cities of National City and San Diego.
 - Develop procedural guidance, such as flow charts and associated narrative descriptions, to implement the enforcement response plan.
 - Public Participation and Education
 - Describe outreach activities provided. The description must, at a minimum, include what actions will be targeted at pesticide and fertilizer use and disposal of used oil and toxic materials. Specific audiences to be targeted will be identified. Coordination with water conservation messaging for irrigation runoff reduction will also likely be important.

- Describe mechanisms the City will provide for the public to be involved in its storm water program.
- Fiscal Analysis
 - Update fiscal analysis procedures to comply with Provision E.8 of the new Municipal Permit. We will ensure the procedure complies with any standard formats developed by the City's watershed groups or by the County.
- General Updates
 - Updates to maps of environmentally sensitive areas (ESA) and the City's MS4. In addition to showing all MS4 infrastructure, the MS4 map must include locations of connections from other MS4s, identify all major outfalls as defined in the Clean Water Act, show representative sub-drainage areas, and indicate the ownership status of each component of the MS4 (City or other entity). *We assume that City GIS staff will prepare the required maps based on direction from our team, as was the case in the 2007-2008 JURMP update process.*
 - Updates to lists of 303(d) listed impairments applicable to local receiving water bodies.
 - Edits to combine or split out sections to match the new Municipal Permit JRMP organization. For example, the new permit merges the industrial, commercial, and municipal inspection programs. This also means the municipal inspection program is split out from the municipal maintenance programs, which have previously all be included in one section.
- Additional Specific Strategies to Target High Priority Water Quality Conditions
 - As noted above, during JRMP development we will design jurisdictional activities to target the Priority Water Quality Conditions in each watershed. Where TMDLs apply, the City may have already committed to additional strategies beyond the minimums required by the Permit. Based on our team's experience, we may also be able to suggest other cost-effective regulatory strategies or BMPs that would help the City comply with TMDL requirements. We will document these strategies in the JRMP, along with City-specific implementation information as applicable. We will identify ways these additional strategies can be implemented in ways that leverage existing City programs to maximize efficiency.
 - We will also stay in touch with City staff and the WQIP consultants to see if additional specific strategies or new priorities applicable to the City are proposed in the Carlsbad or San Luis Rey WQIPs. We will update the WQIP to incorporate those additional strategies or priorities as the WQIP groups produce them, as shown on the project schedule later in this proposal.

Report Preparation, Comment Process, and Final Deliverables

The JRMP is intended to guide the implementation of the City's Clean Water Program for the next five years, and it is important that the City have sufficient time to review it prior to finalization. We plan to allow a substantial time for City review of the draft, after which we will edit the document to account for the review comments. Any major edits will be discussed with the City to ensure the comments are understood and incorporated correctly. After these edits have been made a second draft report will be delivered to the City. As shown in more detail later in the project schedule section, in the period between the second draft and the draft final, we will use feedback from the WQIP to adjust the JRMP contents as needed, based on the WQIP priorities, goals, and strategies. After WQIP-related changes are made, we will deliver a draft final report to the City showing track changes. After incorporating any comments from the City, we will prepare the final report.

While the RFP does not specify how the final JRMP should be delivered, we propose the following approach.

- Draft JRMP Document: electronic copy (MS Word)
- Draft Final JRMP Document: electronic copy (MS Word)
- Final JRMP Document: three (3) hard copies and electronic copy (MS Word and pdf)
 - Note that the final JRMP will also include the updated construction, industrial, commercial, municipal, and residential BMP manuals as attachments.
 - The pdf copy of the JRMP will be merged into one pdf in accordance with RWQCB paperless office requirements.

2. Provide TMDL Technical Support

In the development and implementation of TMDLs, there are a wide range of options to consider. In supporting the City of Oceanside's TMDL programs, our team will examine each of the specific pollutant-waterbody issues, the regulatory status, and develop the most effective and efficient path forward considering obligations under the multiple TMDLs and MS4 Permit. Currently, the City of Oceanside is subject to the Bacteria TMDL within the San Luis Rey watershed and is involved in the development of the Loma Alta TMDL for Bacteria and Nutrients. It is anticipated that the majority of the support will be focused on the TMDL under development for indicator bacteria and eutrophication in Loma Alta Slough. LWA has experience in all phases of the TMDLs and will assist the City in developing cost effective strategies to comply with adopted TMDLs, to minimize risk and obligations related to TMDLs under development, and to best position the City to handle and where possible, avoid TMDLs that will be developed in the future. Specific anticipated sub-tasks are detailed below. Services in each area will be provided to the extent requested by the City, to the extent allowed by allocated budget.

Task 2.1 – Meeting Support

LWA will provide meeting support to the City as requested. This task may include internal meetings with City staff and external meetings with the regulators and/or other stakeholders.

Task 2.2 – Internal/External Correspondence

LWA will provide technical guidance and assistance in drafting and reviewing internal and external technical memoranda as necessary to support the City in TMDL development. Internal memos may include, but are not limited to, correspondence to senior management explaining TMDLs and their anticipated effect on City, including regulatory requirements, BMPs, budgets, and other issues as they arise. External memos may include correspondence to regulatory agencies, contractors, or other stakeholders explaining technical preferences and/or decisions that the stakeholders feel are appropriate for consideration in TMDL development.

Task 2.3 – Technical Support

LWA will provide technical recommendations, analyses, and document review as needed for current and future TMDLs affecting the City. One potential path forward that may be beneficial to the City would be to utilize the Water Quality Improvement Plan (WQIP) as an alternative program for implementation of the TMDL. The WQIP may be a potential mechanism to avoid TMDL adoption and incorporation into the MS4 Permit, including the associated wasteload allocations and numeric targets. LWA will provide technical support and guidance for this approach or others as desired by the City. This task may also include drafting of specific text to be included in the TMDL if necessary.

3. Transitional Dry Weather MS4 Outfall Monitoring

The new storm water permit requires Dry Weather MS4 Outfall Monitoring at the City's major MS4 outfalls during the transitional period, i.e., the period until the WQIP goes into effect. This transitional period will last at least for the first two years of the new permit, and, depending on the timelines for WQIP acceptance, is likely to extend into the third year of the permit. Based on the description in the RFP, our understanding is that a total of 120 site visits need to be performed during each monitoring year, which is defined as the period from October 1 in one year through September 30 of the following year. These 120 site visits must be organized into two rounds of monitoring per the permit requirements. We have completed this type of monitoring for several other jurisdictions already and can assist the City of Oceanside as well if requested.

We assume the City will provide us with a list of major outfalls, as described in the RFP. We also assume that the sites have been confirmed to be accessible before we go out to do the field work. We have created lists for several jurisdictions and done field verification on new site locations for others, and our experience has shown that additional time is required to locate and access new sites that have not been thoroughly researched previously. In some cases, depending on the quality of the MS4 GIS layer, some sites can only be confirmed to be accessible through field visits.

Our field work will include flow measurement, observations, and trash assessment, as described below.

Visual Observations. Visual observations will be recorded at each field screening site, including identifying evidence of dry weather flows such as staining, corrosion, sediment, surrounding vegetation, algae, mosquito larvae, insects, rodents, and other animals in the vicinity of the outfall. At each site, a standard dry weather field screening data sheet will be completed, and photographs of each outfall will also be taken.

Field Tests. The outfalls will be checked for the presence of flow. At each site with flowing water the flow rate will be estimated in accordance with standard procedures.

Trash Assessments. Trash assessments will be performed for the area around each outfall visited for field screening. It is possible that trash assessment procedures will change in the fall of 2013 if new State standards on trash are issued, but we expect the new protocol will be equivalent or similar to the trash assessment process that has been used for the dry weather monitoring program in the past.

During field visits, if any obvious evidence of an illegal discharge is observed, such as abnormal color or odor, we will immediately notify the City so that follow-up can occur. Following the first round of monitoring in a given year, we will send the City a spreadsheet of data along with our photos. After the second round of monitoring is completed, we will send an updated spreadsheet with all of the year's data as well as the photos from the second round of monitoring. We assume that the City will only need spreadsheets of the data and that a written report or other analysis of the data is not being requested. We will provide data both in the County's new standard data sharing format and, for applicable parameters, in CEDEN compatible format. We assume that the City's database is designed to record data in one or both of these formats and that the provided spreadsheets will be suitable for the City's purposes. If the City requires an alternate format that is not currently known to us, we can prepare a customized output from our database into that format as an as-needed task.

Note that follow-up may be required in some cases as a result of data collected during the program described above. We assume that follow-up investigations are not being requested as

part of the scope of services. However, if needed we have experience completing a wide variety of follow-up investigations, from tracing a flow with an abnormal color upstream immediately to basin wide investigations of groundwater contributions, and are available to assist the City.

Project Staff Assignments

Overall Project Management and QA/QC

John Quenzer of D-MAX will be the project manager. Arsalan Dadkhah of D-MAX will be the principal in charge and will be responsible for QA/QC.

Task 1: JRMP Update

John Quenzer of D-MAX will lead this task. He will be assisted by Jamie Richards, Tad Nakatani, and Annika Kubischta of D-MAX.

Task 2: TMDL Technical Support

Paul Hartman of LWA will be the main local point of contact for this task. It is anticipated that Mr. Hartman will provide most of the meeting support required. Karen Cowan and Ashli Desai of LWA will provide additional technical expertise for this task. Mitchell Mysliwicz of LWA and Pei-Fang Wang of CMA will both be available to provide modeling expertise where needed.

Task 3: Dry Weather Transitional MS4 Outfall Monitoring

Manouchehr Dadkhah of D-MAX will lead this task, supported by Brian Nemerow of D-MAX.

Unanticipated, As-Needed Tasks

Staff from D-MAX, LWA, CMA, and/or Geopacifica may be called upon to assist the City in completed unanticipated, as-needed tasks, depending on the specifics of the task.

Project Schedule

The JRMP update schedule is somewhat dependent on the schedule for the City's two WQIPs, which will identify priorities and strategies that will impact the content of the JRMP. Based on historical data, recent WURMP annual reports, and applicable TMDLs, we believe the priorities can be identified with a high degree of certainty without waiting for the WQIP. Additionally, based on our team's involvement with and review of various TMDL load reduction plans prepared throughout the County, including the San Luis Rey CLRP, it does not appear that there is a large variety of different strategies being proposed across the different watersheds. For the most part, we expect the strategies that will be included in the WQIPs will be largely consistent with strategies already presented in CLRPs. Since the priorities and strategies can be anticipated with a fairly high level of certainty, we think it is reasonable to proceed with the JRMP update before the WQIPs near completion.

Additionally, because the JRMP update will also require the City to update its ordinances, it is crucial to begin the JRMP update process early enough to allow for adequate time for this process. Updating ordinances involves first agreeing on proposed changes to BMPs and discharge prohibitions in the JRMP, then providing the updates to City legal staff, having new ordinances drafted, going through the process of explaining the changes to City Council and having multiple readings of the ordinance at City Council meetings, and responding to any public comments along the way.

As the WQIPs are being developed, we will stay in touch with the WQIP consultants and stay abreast of the public comments on the deliverables. We expect that some minor revisions to the JRMP will be necessary toward the end of the WQIP development process as the strategies are fleshed out in more detail, and some additional commitments associated with implementing these strategies may need to be incorporated in the JRMP.

A tentative proposed schedule is shown below. Note that a second draft of the JRMP, which would essentially be the final draft, minus whatever changes the WQIP requires later in the year, would be prepared in August 2014. This should provide sufficient lead time for the City's ordinance update process. We would then leave openings for the JRMP to be updated based on outcomes of the WQIP processes, as shown on the schedule chart. Any updates during this time would be discussed with City staff prior to making the changes. The WQIP timeline is also shown below the proposed JRMP update schedule for reference. Note that there are fairly large ranges of time in which the first and second WQIP deliverables could fall. We anticipate that the deliverables will not be submitted until the end of each deliverable time window, and we have incorporated opportunities to update the draft final JRMP. We anticipate the draft final JRMP can be delivered to the City after these updates based on the WQIPs, likely in March 2015. Following the incorporation of any City comments, we will prepare the and deliver the final JRMP in April 2015. Because the exact timelines of how the WQIP processes will play out are not fully known, the timelines provided are our best estimates based on what is currently known.

Tentative Project Schedule

Tasks	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Coordinate with City, Gather Information																						
Prepare JRMP																						
Submit Draft JRMP																						
Receive Comments From City																						
Update JRMP Based on City Comments																						
Submit Second Draft of JRMP																						
Update JRMP Based on WQIP (As Needed)																						
Submit Draft Final JRMP																						
Incorporate Comments, Submit Final JRMP																						
JRMP Due to RWQCB																						
WQIP Timeline																						
Deliverable 1: Priorities, Stakeholder Strategies																						
Deliverable 2: Goals, Strategies, Schedules																						
WQIP Due to RWQCB																						

Note: the first month of each calendar year (January) and the first month of each fiscal year (July) are in bold.

Estimated Costs

Cost estimates for the JRMP Update, TMDL Technical Support, and Dry Weather MS4 Outfall Monitoring are provided in tables on the following page. Cost breakdowns are provided for the first and last of these. The exact tasks are not known for TMDL technical support, so a specific breakdown by hours is not included, but an estimated total for the task is provided. We understand costs could be shifted among different tasks depending on the City's needs.

Summary of Rates

The following fee schedule is a summary of rates for those positions anticipated to complete the majority of work described in the proposal. Note that LWA has provided special, reduced rates for this project. Detailed fee schedules can be found in Attachment B.

D-MAX Engineering, Inc.

Position	Hourly Rate
Principal Scientist/Engineer	\$150
Senior Scientist/Engineer	\$125
Project Scientist/Engineer	\$112
Assistant Project Scientist/Engineer	\$105
Staff Scientist/Engineer II	\$95
Staff Scientist/Engineer I	\$85
Word Processor	\$55

Larry Walker Associates

Position	Hourly Rate
Senior Staff	\$170
Project Staff II	\$155
Project Staff I	\$105 - \$130

Coastal Monitoring Associates

Position	Hourly Rate
Senior Scientist/Engineer	\$140.40

Geopacifica, Inc.

Position	Hourly Rate
Principal Engineer/Geologist	\$150
Senior Engineer/Geologist	\$120

