



REPORT TO CITY COUNCIL

DATE: DECEMBER 11, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER 

SUBJECT: REQUEST TO APPROVE A PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH LARRY WALKER ASSOCIATES RELATED TO THE MALIBU CREEK WATERSHED COORDINATED INTEGRATED MONITORING PROGRAM

The City of Agoura Hills (City) currently administrates the compliance monitoring program on behalf of the Malibu Creek Watershed Enhanced Watershed Management Program (MCW EWMP) group, which consists of the cities of Calabasas, Hidden Hills, and Westlake Village, County of Los Angeles, and the Los Angeles County Flood Control District.

On January 21, 2016, the Los Angeles Regional Water Quality Board approved the Coordinated Integrated Monitoring Program (CIMP) which outlines the group's approach to meeting the following primary objectives:

- Assess the chemical, physical, and biological impacts of discharges from the MS4 on receiving waters.
- Assess compliance with receiving water limitations (RWLs) and water quality-based effluent limitations (WQBELs) established to implement TMDL wet weather and dry weather waste load allocations (WLAs).
- Characterize pollutant loads in MS4 discharges.
- Identify sources of pollutants in MS4 discharges.
- Measure and improve the effectiveness of pollutant controls implemented under the Permit.

Since April 13, 2016, Larry Walker Associates (LWA) has been providing professional consulting services related to the Malibu Creek Watershed CIMP. On June 26, 2019, the City Council approved an amendment to the agreement which extended the term of the agreement to December 31, 2019. The extension was required in order for the MCW EWMP group to develop a new memorandum of understanding (MOU) which outlined each agency's fair share cost for monitoring and reporting over the next four (4) years, as well as, a special nutrients study. It should be noted the City Council approved the new MOU on October 23, 2019.

Since LWA has been performing these services to the MCW EWMP group's satisfaction, the watershed agencies did not feel the need to go through the formal proposal solicitation process to bring a new firm aboard. LWA provides competent personnel with the expertise needed in dealing with the highly complex and technical issues surrounding the watershed.

The proposed contract would allow for a total not-to-exceed amount of \$4,617,949 and would terminate on December 31, 2023. A detailed list of the services required of this contract can be found as Exhibit "A" on the attached contract agreement.

The proposed agreement has been reviewed and approved as to form by the City Attorney.

RECOMMENDATION

Staff respectfully recommends the City Council approve a Professional Consultant Services Agreement with Larry Walker Associates for professional consulting services related to the Malibu Creek Watershed Coordinated Integrated Monitoring Program.

Attachment: Professional Consultant Services Agreement

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Larry Walker Associates

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Chris Minton

CONSULTANT'S ADDRESS: 720 Wilshire Blvd., Suite 101
Santa Monica, CA 90401

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Kelly Fisher

COMMENCEMENT DATE: January 1, 2020

TERMINATION DATE: December 31, 2023

CONSIDERATION: Contract Price
Not to Exceed: \$4,617,949

ADDITIONAL SERVICES <i>(Describe Services, Amount, and Approval):</i> _____ _____ _____ _____
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Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND LARRY WALKER
ASSOCIATES**

THIS AGREEMENT is made and effective as of January 1, 2020, between the City of Agoura Hills, a municipal corporation ("City") and Larry Walker Associates ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on January 1, 2020, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PREVAILING WAGES

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Consultant from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-consultant hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for

each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any sub-consultant under him, in violation of the provisions of the Agreement..

5. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Four Million Six Hundred Seventeen Thousand Nine Hundred Forty Nine Dollars and Zero Cents (\$4,617,949) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of

termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

7. DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

8. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon

reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent Consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

10. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the

Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

11. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant

agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Consultant: Larry Walker Associates
720 Wilshire Blvd., Suite 101
Santa Monica, CA 90401
Attention: Chris Nelson, Vice President

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

16. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation

is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Illece Buckley Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Larry Walker Associates
720 Wilshire Blvd., Suite 101
Santa Monica, CA 90401
Chris Minton, Vice President
(310) 394-1036

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signatures of Two Corporate Officers Required]

EXHIBIT A
TASKS TO BE PERFORMED

Coordinated Integrated Monitoring Program
and Necessary Reports for the Malibu Creek
Watershed, and Special Study to Address
Technical and Regulatory Issues in Attainability
and Applicability of Malibu Creek Watershed
Nutrient and Benthic Community Total
Maximum Daily Loads

November 20, 2019

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Attachments (by Reference Only)

Attachment A.....Malibu Creek Watershed (MCW) Coordinated Integrated Monitoring Program

1 Purpose

The City of Agoura Hills, on behalf of the Malibu Creek Watershed Enhanced Watershed Management Program Group (MCW EWMP Group), comprising the Cities of Agoura Hills, Hidden Hills, Westlake Village, and Calabasas (Cities), County of Los Angeles (County), and the Los Angeles County Flood Control District (LACFCD), is requesting the services of a consultant to implement the Malibu Creek Watershed Coordinated Integrated Monitoring Program (CIMP). The term of services is for four (4) years (January 1, 2020 to December 31, 2023).

2 Background

The MCW EWMP Group submitted the Draft CIMP to the Regional Board on June 24, 2015. The CIMP was subsequently approved with conditions by the Regional Board on January 21, 2016. The CIMP was revised and resubmitted to the Regional Board on February 11, 2016 and approved by the Regional Board on May 26, 2016. The MCW EWMP Group has been fully implementing the CIMP since approval.

The geographic scope of this monitoring program is the portion of the Malibu Creek (MCW) located within Los Angeles County and the Cities of Agoura Hills, Hidden Hills, Westlake Village and Calabasas that is regulated by the Los Angeles County Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 (MS4 Permit). The Malibu Creek Watershed is located in the Los Angeles and Ventura Counties in Southern California. The watershed covers a 109 square mile area from the Santa Monica Mountains to Santa Monica Bay. The Malibu Creek Watershed includes several streams and lakes that flow primarily to the south and southeast directions into Malibu Creek and toward Malibu Lagoon and the Pacific Coast. Several tributaries and lakes in the watershed have TMDLs and are included in the 303(d) list for water quality due to impairments of beneficial uses. TMDLs in the Malibu Creek Watershed have been developed for bacteria, trash, nutrients, and sediment related impairments. In addition, Santa Monica Bay has several TMDLs, including bacteria, trash (debris), DDT, and PCBs. The Santa Monica Bay TMDLs for bacteria and trash integrate the TMDL waste load allocations from the Malibu Creek TMDL. Additionally, other entities within the watershed that could contribute pollutant loads, but are not part of the MCW EWMP Group, include the Cities of Malibu and Thousand Oaks, County of Ventura, State Parks, National Parks, and Caltrans who are subject to other monitoring programs, MS4 Permits, and other NPDES Permits.

The MCW poses unique challenges due to intermixing of natural flow with urban drainage, significant inflow cross the countyline, and the topography of the land with steep ravines and densely vegetated riparian corridors. In addition, the Monterey/Modelo formation outcrops in the watershed are natural sources of sulfate, phosphate, metals, and selenium, and are believed to contribute to the MCW water quality impairments.

3 Objectives

The goal is to implement the monitoring and reporting program in accordance with the requirements of the approved MCW CIMP and this Scope of Work. Additional objectives include the implementation of special studies to support attainment of the requirements of the MS4 Permit in a cost efficient manner and completion of updates to the CIMP and EWMP to meet provisions of the MS4 Permit.

4 Scope of Services

The following tasks and deliverables are provided as a guide to accomplish the objectives. In the case of a conflict between Permit requirements and the approved MCW CIMP, the approved MCW CIMP shall prevail. The services to be performed by the Consultant shall include, but is not necessarily limited to, the following tasks:

- Task 1: Project Management, Coordination, and Meetings
- Task 2: Health and Safety Plan
- Task 3: Quality Assurance Project Plan
- Task 4: CIMP Monitoring
- Task 5: Laboratory Analysis
- Task 6: Data Management and QA/QC
- Task 7: Reporting
- Task 8: CIMP Update
- Task 9: EWMP Update
- Task 10: Nutrient Special Study

4.1 Task 1: Project Management, Coordination, and Meetings

This task relates to project management, coordination, and meetings for Tasks 1 through Task 9. Task 10 (Nutrient Special Study) includes a separate project management subtask for that work effort due to the nature of the work effort.

The Contractor shall be prepared to begin work on January 1, 2020. The Consultant team shall conduct a kick-off meeting with the MCW EWMP Group to discuss the CIMP, this Scope of Work, and any other pertinent details. All meeting agendas shall be submitted electronically to MCW EWMP Group two (2) business days prior to the meeting date. All meeting minutes shall be submitted electronically to the City of Agoura Hills within five (5) business days after the meeting date. The Consultant shall submit a tentative project schedule and as necessary updates in order to meet deadlines established by the Scope of Work. The Consultant shall conduct a formal presentation of the semi-annual and annual reports after the submittal of each draft report and before the receipt of comments on the draft report from the MCW EWMP Group.

Deliverables:

- Project schedule and updated schedules as necessary.
- Electronic copy of meeting agendas.
- Electronic copy of meeting summaries.
- Copies of access permits.
- As needed, electronic copy of exceedance tracking document.
- Copies of monitoring equipment installation permits.
- As-built design plans for monitoring equipment to be considered by the group.
- Electronic copy of presentations.

4.2 Task 2: Health and Safety Plan

Under the previous contract, a consultant developed a Health and Safety Plan (H&SP). The H&SP is not expected to be updated; however, this task is included in the scope of work as a place holder in the event a H&SP update is needed during the term of the contract.

4.3 Task 3: Quality Assurance Project Plan

The Consultant shall prepare an updated Quality Assurance Project Plan (QAPP) that includes the following:

- Sampling locations and frequency
- Sample handling and storing procedures
- Laboratories that will be used for the monitoring program
- Analytical methods
- Data processing procedures
- Quality assurance/quality control

It is expected that the QAPP will be updated once within the term of this agreement. The Consultant shall make any necessary updates within two months of receiving a request to update from the MCW EWMP Group.

Deliverables:

- The Consultant shall submit a Draft Updated QAPP and finalize based on MCW EWMP Group Member comments.

4.4 Task 4: CIMP Monitoring

All sample collection and field measurements shall be performed in accordance with the processes and procedures set forth in the MCW CIMP. The Consultant shall be responsible for scheduling and activation of the sampling teams and shall notify the City of Agoura Hills via email¹ 24 hours prior to activation of the sampling team, and the LACFCD via email 72 hours prior to the forecasted storm event. In the event that weather or other logistical issues prevent email notification from occurring within the 24-hour requirement, the Consultant will notify the City via a telephone call within the 24-hour period and the LACFCD within the 72-hour period.

The Consultant shall secure all permits and comply with all conditions necessary for monitoring access and installation of monitoring equipment.

¹ Contact information will be provided at the kickoff meeting.

4.4.1 Dry Weather Monitoring

4.4.1.1 *Non-stormwater Outfall Screening and Monitoring Program*

The non-stormwater outfall monitoring plan described in Section 6 of the MCW CIMP is intended to identify potential sources of pollutants during non-stormwater conditions. The objectives of the non-stormwater outfall based monitoring program include:

- Assess compliance with applicable non-stormwater WQBELs derived from TMDL WLAs.
- Assess whether the discharge exceeds non-stormwater action levels.
- Determine whether a discharge causes or contributes to an exceedance of receiving water limitations.
- Assist in identifying illicit discharges.

During the term of this agreement, the MCW EWMP Group may be required to recomplete the non-stormwater outfall screening process, including the screening of outfalls, identification of outfalls exhibiting significant non-stormwater discharges, source identification, and monitoring.

4.4.1.2 *Significant Non-Stormwater Source Identification and Outfall Monitoring*

Significant non-stormwater outfall monitoring locations have been identified through the non-stormwater screening program conducted by the MCW EWMP Group. Monitoring shall be conducted at these sites to assess whether the discharge exceeds non-stormwater action levels and whether the discharge contributes to or causes an exceedance of receiving water limitations. Monitoring frequency will be two times per year, distributed evenly, during dry weather conditions and sampling events are to be coordinated with the dry weather receiving water monitoring events. Criteria and constituents to be measured are outlined in approved CIMP.

The Consultant will be responsible for preparation of sampling sites and equipment, calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs, and chain of custodies as required by the MCW CIMP.

During the term of this agreement, the MCW EWMP Group may be required to recomplete the source identification component of the non-stormwater screening and monitoring program. The MCW EWMP Group may direct the Consultant to complete the following efforts if required by the MS4 Permit: Semi-annually, the Consultant shall develop a prioritized list of outfalls exhibiting significant non-stormwater discharges, based on screening information collected by the MCW EWMP Group, and a source identification schedule. The schedule shall support the overall requirement for the completion of source investigations based on direction provided by the MCW EWMP Group. The Consultant shall develop and implement a plan and schedule for conducting the Significant NSW Discharge source identification based on the summary found in the CIMP Section 6 and MS4 Permit. Significant Non-Stormwater Discharge Monitoring must begin within 90 days of the completion of the source identification where the Consultant has been advised these services are needed. Monitoring shall continue until the flow is satisfactorily resolved or is determined to be comprised of exempt sources, per CIMP Section 6.

Deliverables:

- Post-Event sampling data and monitoring reports shall be submitted electronically in the format specified in the CIMP within 30 calendar days of each event.
- The Consultant shall submit the annual and semi-annual reports per the reporting Section of this SOW.

Optional Deliverables:

- Draft Significant NSW Discharge source identification plan and schedule prioritizing source investigations for review by MCW EWMP Group.
- The Final Significant NSW Discharge source identification plan and schedule shall be submitted 15 calendar days after receipt of comments.
- Summary of source identification results for each outfall.

4.4.1.3 Non-stormwater, Receiving Water Monitoring

The objectives of the receiving water monitoring are to:

- Determine whether the receiving water limitations are being achieved;
- Assess trends in pollutant concentrations over time, or during specified conditions; and
- Determine whether the designated beneficial uses are fully supported as determined by water chemistry, as well as aquatic toxicity and bioassessment monitoring.

The Consultant is responsible for conducting all non-stormwater receiving water monitoring as identified in the approved MCW CIMP except for monitoring at the Malibu Creek Mass Emission Station (S02). The LACFCD will conduct monitoring for all non-stormwater events at the Malibu Creek Mass Emission Station (S02). The Consultant will conduct monitoring for all other receiving water sites at a frequency provided in the MCW CIMP, which includes weekly bacteria monitoring, bi-monthly trash monitoring, and semi-annual monitoring for additional constituents. At a minimum, one of the semi-annual events at each site is monitored during the month with the historically lowest instream flows, or where instream flow data is not available, or during the historically driest month of August. The Consultant will be responsible for preparation of sampling sites and equipment, calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs, and chain of custodies as required by the MCW CIMP.

Deliverables:

- The Consultant shall submit electronic copies of Post-Event sampling data and monitoring reports in the format specified in the CIMP within 30 calendar days of each event.
- The Consultant shall submit the annual and semi-annual reports per the reporting Section of this SOW and 2012 MS4 Permit and approved CIMP. This deliverable shall include and consider relevant monitoring data collected prior to commencement of the consultant's contract.

4.4.2 Wet Weather Monitoring

The MCW wet weather monitoring sites, constituents, and monitoring frequencies are provided in the approved MCW CIMP. The Consultant shall be prepared to collect and analyze stormwater pollutant levels for three (3) wet weather events including the first qualifying rain event of the wet season (October 1 to April 15) at the designated stormwater outfalls. This includes, but is not limited to, the following activities:

- A wet weather sampling event will be triggered by the prediction of a storm of 0.25 inches or greater and with a 70 percent probability of rainfall at least 24 hours prior to the event start time;
- Sampling events shall be separated by a minimum of three days of dry conditions (<0.1 inches); and
- The County of Los Angeles Department of Public Works' rain gauge 317 – Agoura Fire Station #65 will be used for MCW representative rainfall amounts. Rain gauge 319 – Monte Nide Fire Station #67 can be used as a secondary gauge. Both gauges data can be viewed at http://ladpw.org/wrd/precip/alert_rain/index.cfm?cont=24hr.cfm.

Because a significant storm event is based on predicted rainfall, it is recognized that this monitoring may be triggered without 0.25 inches of rainfall actually occurring. In this case, the monitoring event will still qualify as meeting this requirement provided that sufficient sample volume is collected to do all required laboratory analysis. Documentation will be provided showing the predicted rainfall amount.

The Consultant shall notify the City of Agoura Hills and the LACFCD 72 hours prior via email upon activation of the sampling team. The notification shall contain, but is not limited to:

- Anticipated start time and date of the storm event, anticipated total rainfall during any given 24 hour period during the storm, and probability of the precipitation and sources of weather information;
- Confirmation that the laboratory has been notified to expect samples;
- Any planned deviations from the established monitoring plan; and
- Name and cell phone number of Consultant's storm event coordinator.

The Consultant shall document when storm activation, deactivation, and sample delivery to the lab has been completed. **Consultant will not be compensated for false starts.** Consultant shall provide corresponding hydrographs and time of sampling event for each to help assess how representative of the sample.

The Consultant will be responsible for preparation of sampling sites and equipment, calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs, and chain of custodies as required by the MCW CIMP.

4.4.2.1 Stormwater Outfall Monitoring

The MS4 Permit requires that the MCW EWMP Group members implement a stormwater outfall monitoring program during wet weather conditions. The objectives of the program include:

- Determine the quality of discharges relative to municipal action levels (MALs);

- Determine whether discharges are in compliance with applicable stormwater limits, water quality based effluent limits (WQBELs), and total maximum daily loads (TMDLs); and
- Determine whether discharges cause or contribute to an exceedance of receiving water limitations.

The Stormwater Outfall Monitoring program was developed to comply with the elements and objectives described in Section 5 of the MCW CIMP. To that end, the Consultant shall be prepared to collect and analyze stormwater pollutant levels for three (3) wet weather events (concurrent with Receiving Water Monitoring) including the first qualifying rain event of the wet season of the monitoring year (October 1 to April 15) at the designated stormwater outfalls.

The outfall locations are contained in the approved CIMP. The following two outfall sampling sites identified in the approved CIMP will be installed within the first year of this agreement: LNDRC-074 and TRUNFOC-095A. The list of constituents and frequencies to be monitored can be found in the approved MCW CIMP. The Consultant is responsible for conducting monitoring in accordance with the approved CIMP and any modifications that have been implemented to meet the requirements of the MS4 Permit.

The Consultant will be responsible for preparation of sampling sites and equipment, calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs, and chain of custodies as required by the MCW CIMP.

Deliverables:

- The Consultant shall submit electronic copies of Post-Event sampling data and monitoring reports in the format specified in the CIMP within 45 calendar days of each event.
- The Consultant shall submit the annual and semi-annual report per the reporting Section of this SOW conforming to the requirements of the 2012 MS4 permit and approved CIMP. This deliverable shall include and consider relevant monitoring data collected prior to commencement of the consultant's contract.
- The Consultant shall provide documentation of the completion of autosampler installation at the following two outfalls sampling sites: LNDRC-074 and TRUNFOC-095A.

4.4.2.2 *Wet Weather Receiving Water Monitoring*

The objectives of the receiving water monitoring are to:

- Determine whether the receiving water limitations are being achieved;
- Assess trends in pollutant concentrations over time, or during specified conditions; and
- Determine whether the designated beneficial uses are fully supported as determined by water chemistry, as well as aquatic toxicity and bioassessment monitoring.

The Wet Weather Receiving Water Monitoring program was developed to comply with the elements and objectives described in Section 4 of the MCW CIMP. To that end, the Consultant shall be prepared to collect and analyze stormwater pollutant levels for three (3) wet weather events (concurrent with Stormwater

Outfall Monitoring) including the first qualifying rain event of the wet season of the monitoring year (October 1 to April 15) at the designated receiving water sites. The Consultant is responsible for conducting all wet weather receiving water monitoring as identified in the approved MCW CIMP except for monitoring at the Malibu Creek Mass Emission Station (S02). The LACFCD will conduct monitoring for all wet weather events at the Malibu Creek Mass Emission Station (S02) with Consultant assistance for storm borne sediment (SBS) as described below.

The Consultant will conduct SBS analysis for samples collected at Malibu Creek Mass Emission Station (S-02) by providing the services below. Note the LACFCD will perform all sampling at S-02 including the operation of the automated equipment.

- Establish SBS analysis with a laboratory (such as Vista Analytical Laboratory in El Dorado Hills, CA) certified to conduct high resolution mass spectrometer analysis for EPA 1668 for PCBs and EPA 1699 for DDTs. The laboratory must filter all samples to analyze the EPA methods on extracted solids.
- Provide all necessary items to the LACFCD (i.e. bottles, labels, COC, etc.) for each event. Receive all SBS samples (including blanks, duplicates and storm samples for three events) from the LACFCD, perform any needed sub-sampling and deliver to the SBS certified laboratory for processing and analyses within holding times.
- Coordinate all SBS certified laboratory analysis including providing TSS/SSC results from the County of Los Angeles' Department of Public Health Environmental Toxicology Laboratory to the SBS certified laboratory ensuring all holding times are met.
- Provide analysis of SBS certified laboratory results and recommend action items based on QA/QC thresholds established in the MCW CIMP.
- Receive all data from the SBS certified laboratory and report to the MCW CIMP Group.
- Conduct equipment cleaning, if needed, in cooperation with the SBS certified laboratory to address blank detections following guidance from the MCW CIMP Appendix B.

Deliverables:

- The Consultant shall submit electronic copies of post-event sampling data and monitoring reports in the format specified in the CIMP within 45 calendar days of each event. In addition, Consultant shall submit corresponding hydrographs for each qualifying storm event and provide the time when the samples were taken.
- The Consultant shall submit electronic copies of SBS reports and provide summary of QA/QC analysis and recommend actions.
- If determined necessary by the MCW EWMP Group, provide report of equipment blanking with the SBS certified laboratory if field equipment blanks have detections of PCBs or DDTs.

4.5 Task 5: Laboratory Analysis

The Consultant is responsible for selecting certified laboratories with the ability to perform water, sediment, and tissue analyses meeting the detection and reporting limits identified in the MCW CIMP and MS4

Permit. The Consultant is responsible for the collection, validation, and management of all data produced by the certified lab prior to reporting activities.

Deliverables:

- Test laboratory certificate of qualifications to meet the approved/modified laboratory detection and reporting limits identified in the MCW CIMP Appendices.
- Chain of custody forms. To be submitted with the post-event sampling data and monitoring reports.

4.6 Task 6: Data Management and Quality Assurance/Quality Control

The Consultant shall meet all data management and reporting requirements as specified by the MS4 permit and approved MCW CIMP. The Consultant shall maintain copies and provide the MCW EWMP Group with copies of all field logs and photo-documentations in accordance with the requirements of MS4 Permit and the approved MCW CIMP. The photo-documented assessments of site conditions for the upstream and downstream of all the monitoring sites shall be submitted in an approved electronic format.

The Consultant shall maintain a database application to store all information collected as part of this SOW. The database should be accessible to MCW EWMP Group members and allow access to water quality monitoring information for all monitoring locations. The database shall include all required information, attachments, and water quality result data. The database shall allow users to perform simple spatial queries on the data and create reports. Data should also be accessible for further analysis and reporting within ArcGIS.

Deliverables:

- Database of all information collected as part of this contract, the format of which must be approved by the MCW EWMP group.
- In conjunction with each monitoring/sampling event, all laboratory results will be submitted in a format that is consistent with the most recent update of the Southern California Municipal Stormwater Monitoring Coalition's (SMC) Standardized Data Transfer Format (SDTFs) (templates shown here <http://www.sccwrp.org/Data/DataSubmission/SouthernCaliforniaRegionalDataCenter.aspx>) and the California Environmental Data Exchange Network (CEDEN) data format (templates available here http://www.ceden.org/ceden_datatemplates.shtml). The City of Agoura Hills will provide comments within 30 calendar days from the receipt of each data file. The Consultant shall re-submit the modified data files within 15 calendar days from the receipt of comments.

4.7 Task 7: Reporting

The Consultant will be responsible for reporting requirements for all MCW CIMP related activities collected for the monitoring period of July 1 through June 30 for inclusion in the MS4 Annual Report. The reports shall include data collected during monitoring activities. The Annual Integrated Monitoring Compliance Report will summarize any exceedances of:

- Wet-weather outfall stormwater monitoring data,
- Wet-weather receiving water monitoring data,
- Non-Stormwater outfall monitoring data,
- Dry weather receiving water data.

Additionally, the MRP specifies semi-annual, electronic submittal of receiving water and outfall monitoring data. Therefore, to fulfill the reporting requirements, the monitoring year will be split-as follows:

Monitoring Data Submission Requirements

Monitoring Period	Data Submittal
July 1 through December 31	By June 15 th of the following year
January 1 through June 30	By December 15 th , included with the Annual Monitoring Report

The annual monitoring reports must include:

- Event summaries,
- Analytical results,
- Assessment of effectiveness of control measures,
- Compliance report,
- Adaptive management strategies and proposed modifications to the CIMP, and
All relevant monitoring data collected prior to commencement of the consultant's contract.

Reports should also describe the status of the phase in of wet-weather outfall monitoring established in the MCW CIMP. Reports shall include a summary of all identified exceedances of all applicable receiving water limitations (RWL), water quality-based effluent limitations (WQBELs), and Municipal action levels (MALs). Reports shall include a Municipal Action Level (MAL) Assessment Report, which presents the stormwater outfall monitoring data with a running average of 20% or greater of exceedances of the MALs. The list of MALs can be found in Attachment G of the MS4 Permit.

As an optional task, reports may include a MAL Action Plan at Year 3 to address any exceedances of MALs, in accordance to Attachment G of the MS4 Permit.

Deliverables:

- The draft Semi-annual Report shall be submitted by April 1st **and October 1st** annually. The work group will require 30 calendar days to review and provide comments prior to finalizing the semi-annual report for submission to the Regional Board.

- The Consultant shall submit the Draft Annual Report by October 1 of each year. **The Annual Report shall address all reporting requirements from the MRP (Attachment E), Sections XV through XVIII.** The City of Agoura Hills will require 30 calendar days to review and provide comments prior to finalizing the Annual Report. The Consultant shall then incorporate those comments and provide a final report to be submitted by the Permittees to the Regional Board by December 15 of each year.
- The Consultant will submit the monitoring data per the submission requirements listed above, **including the annual monitoring report and the MAL Assessment Report.**
- Optional Task: MAL Action Plan as part of the Annual Report

4.8 Task 8: CIMP Update

During the term of this agreement, the MCW EWMP Group may be required to update the CIMP. The CIMP updates may be required to address new requirements in the next MS4 Permit, such as the inclusion of monitoring components of the Malibu Creek Watershed Sedimentation and Nutrients TMDL. The Consultant shall update the CIMP consistent with all new requirements set forth in the next MS4 Permit, or as otherwise directed by the Regional Board or the MCW EMWP Group. Prior to initiating work, a detailed scope and budget will be developed for review, revision, and approval by the MCW EWMP Group.

Deliverables:

- The Consultant shall submit a Draft Updated CIMP and finalize based on MCW EWMP Group Member comments.

4.9 Task 9: EWMP Update

The current MS4 Permit requires that the EWMP and RAA be updated and submitted to the Regional Board by June 30, 2021. The Consultant shall support the MCW EWMP Group update the EWMP and RAA to meet MS4 Permit requirements. The MCW EWMP Group will evaluate the potential options for EWMP and RAA updates which could include updates to the control measure menu based on the MCW EWMP Group's updated preferences, an evaluation of a critical factors that affect compliance, and development of information to strategically influence TMDL schedules through affordability analyses and alternative schedules. Prior to initiating work, a detailed scope and budget will be developed for review, revision, and approval by the MCW EWMP Group.

Deliverables:

- The Consultant shall submit a Draft Updated EWMP and finalize based on MCW EWMP Group Member comments.

4.10 Task 10: Nutrient Special Study

The approved MCW EWMP identified the completion of a special study as a component of implementation to address nutrient impairments that may be driven by natural sources. The Nutrient Special Study will be

utilized to develop the necessary technical and regulatory information to support the MCW EWMP Group with complying with nutrient, sediment and benthic community related TMDLs in a reasonable manner that results in attainable environmental outcomes. The information developed through the Special Study would be used to revise TMDLs, MS4 Permit requirements, and/or support alternative regulatory approaches. The following outlines the scope of work for the Nutrient Special Study. Prior to initiating Task 10.1 through 10.3 below, the Consultant shall develop a detailed schedule that includes milestones, check in points with the MCW EWMP Group and, as necessary, regulatory agencies, and any additional deliverables not already identified below that will support completion of the Nutrient Special Study. The schedule shall be revised based on input from the MCW EWMP Group.

- **Task 10.1: Work Plan Development**

Task 10.1.1. Regulatory Agency Engagement: Constructive and consistent engagement with regulatory agencies is key to the development and implementation of an effective special study that will lead to positive regulatory outcomes. As such, development of an overall special study work plan will include engaging the Regional Water Board and potentially the SWRCB and USEPA. The Regional Water Board will be engaged to gain input on the purpose of the special study, the scientific and regulatory approach, and timeline. In the event such engagement is not fruitful, we will explore alternatives for work plan development in a timeframe that will allow for the consideration of the results before the 2021 TMDL deadline.

Task 10.1.2. Literature Review and Data Synthesis Summary: Significant work has been conducted by various parties to characterize conditions in the Watershed relevant to nutrient and benthic community impairments. A comprehensive literature review and synthesis of Watershed specific and relevant non-Watershed studies will be conducted. This effort will support a more comprehensive understanding of the Watershed and ensure resources are focused on obtaining new information and avoid duplicating previously conducted work. The results of this effort will be summarized in a draft memorandum that will be revised and finalized to address comments received.

Task 10.1.3. Develop Draft and Final Study Work Plan: Based on the results of Task 1.2 and input from Regional Water Board staff and other regulatory agencies as part of Task 1.1, a draft Study Work Plan will be developed to serve as an overall guide for the study. The Work Plan will outline the purpose of the special study, overall approach to the efforts, and an associated timeline. Detailed approaches related to modeling scenarios and monitoring will not be included at this stage as they will be developed during Phase 2 as described in detail below. A draft Study Work Plan will be developed and revised based on comments and finalized.

- **Task 10.2 : Work Plan Implementation**

Task 10.2.1. Stakeholder and Regulatory Agency Coordination: A Stakeholder Advisory Group (SAG) that includes a Regional Water Board staff person will be developed. The SAG will be used to develop the management scenarios to be modeled, evaluate the results of Task 2.3 (Regulatory Assessment) to select the regulatory approach and provide input on the monitoring and modeling scenarios for the remaining tasks.

Task 10.2.2. Modeling: Modeling will be conducted to evaluate a range of management scenarios developed in coordination with the SAG using currently available modeling tools (i.e., EWMP hydrology, water quality, and BMP models). The approach will include (a) development of

management questions to be addressed through the modeling effort, (b) development of candidate management actions which will comprise the management scenarios to be modeled, (c) development of watershed management scenarios, and (d) conducting the modeling.

Management questions to be addressed through the modeling effort will include (1) determination of the impacts of specific management actions on water quality and resulting biological outcomes and (2) determination of a range of achievable water quality and outcomes that may result from a range of management measures, including an assessment of the ability to achieve established or proposed targets. Development of information needed to allow performance of California Water Section 13241(c) and 13242 analyses shall be considered. Key considerations will be whether actions can be effectively modeled using existing modeling tools and thereby linked to water quality or biological change in the watershed.

Using the candidate management actions, management scenarios will be designed to address management questions and to isolate the effectiveness of specific management actions. A book-ending approach will be implemented by designing scenarios that reflect planned, plausible and extreme management actions. Implementation costs associated with the selected modeling scenarios will be developed and used, along with model results, to assess attainability in the context of the six factors identified in 40 CFR 131.10(g).

Task 10.2.3. Regulatory Assessment: After modeling the scenarios, the results will be used to evaluate whether consideration of a Natural Source Exclusion (NSE), Water Quality Standards Variance (Variance), or TMDL modifications based on the modeling results and/or science developed for the Statewide Biostimulatory/Biointegrity Plan would be appropriate based on the initial modeling results. The regulatory assessment will be discussed with the SAG to identify the preferred approach. Once a preferred approach is identified, the regulatory steps and information needs to pursue the selected approach will be developed. Tasks 2.4 through 2.6 are potential tasks that could be necessary to implement the selected approach.

Task 10.2.4. Assess Need for Additional Modeling and/or Monitoring to Support Selected Approach: If an NSE or Variance is selected as the preferred approach, sensitivity analyses will be performed to determine the need for additional data collection to support a refined modeling effort. If a TMDL modification is the preferred approach, the need for additional monitoring and modeling to inform development of alternative targets or allocations will be assessed. The additional modeling could include development of a model for Malibu Lagoon to better assess the impacts of wet weather discharges and the need for wet weather targets and allocations to protect the Lagoon. If no additional modeling or monitoring is needed, efforts would move on to the Regulatory Synthesis (Task 2.7).

Task 10.2.5. Monitoring: Under this task, a monitoring plan will be developed and implemented to collect additional data needed to support the modeling and regulatory efforts. Monitoring could include, but is not limited to, conventional constituents and nutrients, flow, algal percent cover, algal taxonomy and biomass, physical factors that control the growth of algae (stream bank dimensions, canopy cover, and pebble count; and bioassessment (both macroinvertebrate and algal indices)).

Task 10.2.6. Additional Modeling: If the NSE or Variance is the selected approach, run range of management scenarios and identify associated costs using refined models. If the TMDL modification is selected, run model scenarios to assess impacts in the Lagoon and/or to revise the targets and allocations based on the attainability analysis results from Task 3.

Task 10.2.7. Regulatory Synthesis: Use information developed above to develop a regulatory proposal to implement either amend the TMDL, apply an NSE, or adopt a Variance. Completion of efforts related to the selected regulatory proposal would be conducted as part of Phase 3 as described below.

Task 10.2.8. Develop Draft and Final Special Study Report: A draft Special Study Report capturing the results of the Phase 2 efforts will be developed and revised based on comments and finalized.

- **Task 10.3: TMDL Revisions or Regulatory Alternative**

Task 10.3.1: TMDL Revisions: Based on the outcome of Phase 2, documentation to support regulatory revisions will be developed. A range of potential documents could be necessary depending on the regulatory proposal selected in Phase 2. If a TMDL revision is the selected regulatory proposal, a TMDL technical report addressing major revisions to the TMDL (e.g., targets, sources, linkage analysis, allocations, and implementation) will be developed for review and comment and finalized. Additionally, draft Basin Plan amendment language could be developed, if so desired.

Task 10.3.2: Documentation to Support Alternative Regulatory Revisions: In the event a TMDL revision is not the selected regulatory proposal, documentation to support application of an NSE outside of the TMDL or a Variance will be developed. The documentation will be in the form of a draft report that will be revised based on comments and finalized.

Task 10.3.3: Support through Adoption of Regulatory Revisions: Once the selected regulatory proposal documentation has been developed, the Regional Water Board will need to act on the information through a publicly noticed hearing. Support will include review of and comment on administrative and tentative resolutions, Basin Plan amendments, and/or NPDES Permits, the development of testimony for an adoption hearing, and participation in an adoption hearing.

- **Task 10.4: Project Management**

The Consultant shall develop a detailed schedule that includes milestones, check in points with the MCW EWMP Group and, as necessary, regulatory agencies, and any additional deliverables not already identified below that will support completion of the Nutrient Special Study. The schedule shall be revised based on input from the MCW EWMP Group. The Consultant shall conduct other project management duties related to the Nutrient Special Study.

5 Period of Performance

The term of services is for four years. The contract will begin on January 1, 2020.

EXHIBIT B
PAYMENT RATES AND SCHEDULE

Proposed Fee Schedule: CIMP and Necessary Reports for the Malibu Creek Watershed, and Special Study to Address Technical and Regulatory Issues in Attainability and Applicability of Malibu Creek Watershed Nutrient and Benthic Community TMDLs

Task No.	Task Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	Total
CIMP and Necessary Reports						
1.0	Project Management, Coordination, & Meetings	\$ 38,846	\$ 40,019	\$ 41,182	\$ 42,346	\$ 162,394
2.0	Health and Safety Plan	\$ -	\$ -	\$ -	\$ -	\$ -
3.0	Quality Assurance Project Plan	\$ -	\$ -	\$ 5,577	\$ -	\$ 5,577
4.0	CIMP Monitoring	\$ 287,164	\$ 239,759	\$ 244,231	\$ 262,879	\$ 1,034,032
5.0	Laboratory Analysis	\$ 84,710	\$ 142,709	\$ 121,660	\$ 124,886	\$ 473,964
6.0	Data Management and QA/QC	\$ 20,832	\$ 25,701	\$ 26,449	\$ 27,198	\$ 100,179
7.0	Reporting	\$ 114,654	\$ 119,334	\$ 122,811	\$ 126,288	\$ 483,087
8.0	CIMP Update	\$ -	\$ 19,108	\$ -	\$ -	\$ 19,108
9.0	EWMP Update	\$ 97,345	\$ 352,685	\$ -	\$ -	\$ 450,031
Subtotal >>>>		\$ 643,552	\$ 939,314	\$ 561,910	\$ 583,595	\$ 2,728,372
Subtotal With Mark Up on Subcontract Services (10%) >>>>		\$ 691,710	\$ 1,007,455	\$ 600,445	\$ 623,339	\$ 2,922,949
Task Description						
Nutrient Special Study						
10.1	Develop Study Work Plan	\$ 77,963	\$ 25,988	\$ -	\$ -	\$ 103,950
10.2	Implement Study Work Plan	\$ 118,090	\$ 603,250	\$ 484,500	\$ -	\$ 1,205,840
10.3	TMDL Revisions or Regulatory Alternative	\$ -	\$ -	\$ 130,000	\$ 128,700	\$ 258,700
10.4	Project Management	\$ 22,000	\$ 15,000	\$ 15,000	\$ 12,500	\$ 64,500
Subtotal >>>>		\$ 218,053	\$ 644,238	\$ 629,500	\$ 141,200	\$ 1,632,990
Subtotal With Mark Up on Subcontract Services (10%) >>>>		\$ 221,250	\$ 676,250	\$ 655,000	\$ 142,500	\$ 1,695,000
Total >>>>		\$ 912,960	\$ 1,683,705	\$ 1,255,445	\$ 765,839	\$ 4,617,949