



**REQUEST FOR PROPOSALS (RFP)
FOR PROFESSIONAL SERVICES**

FOR

**STORMWATER TRASH ORDER IMPLEMENTATION
PLAN AND RATE STUDY**

Issue Date: March 2, 2018

**Pre-Proposal Meeting: 10:00 AM, March 12, 2018
Vista Conference Room, Second Floor of City Hall
200 Civic Center Drive, Vista, CA 92084**

Submittal Deadline: 4:00 PM, March 22, 2018

**All interested Consultants shall be registered on E-bid Board in
order to receive Addendums.**

Prepared by: Jonathan Nottage, Stormwater Division

REQUEST FOR PROPOSALS

STORMWATER TRASH ORDER IMPLEMENTATION PLAN AND RATE STUDY

I. INTRODUCTION

The City of Vista is soliciting proposals from qualified professional consulting firms (Consultant) to prepare a Trash Order Implementation Plan and Rate Study Scope. This RFP includes a description of the proposal requirements, criteria for selection, and the scope of services to be provided by the Consultant.

II. BACKGROUND AND PROJECT DESCRIPTION

On June 2, 2017, the San Diego Regional Water Quality Control Board (Board) adopted Order No. R9-2017-0077 (attached) that mandates all municipal separate Storm sewer system (MS4) copermitees covered under the Regional MS4 Permit (Order R9-2013-0100, as amended) notify the Board regarding their compliance pathway: Track 1 or Track 2. Based on a compliance and cost assessment conducted by its environmental consultant, Vista notified the Board it will comply with the Order by implementing Track 2. Instead of installing full trash capture devices in all required priority land uses, Track 2 allows copermitees to install, operate, and maintain any combination of full capture systems, multi-benefit projects, other treatment controls, and/or institutional controls.

Implementation Plan

In choosing Track 2, a copermitee must demonstrate that the combination of full capture, multi-benefit projects, other treatment controls, and/or institutional controls will achieve full-capture system equivalency for removing trash from the MS4. Unlike Track 1, Track 2 requires that the copermitee develop and submit an implementation plan by December 2, 2018. The plan must demonstrate how the copermitee will achieve full compliance with the Order over its 10-year implementation timeframe. Once the plan is approved by the Board and implemented, a copermitee must conduct annual trash monitoring and submit an annual report to demonstrate its combined efforts are equivalent to implementing a full-capture system.

Rate Study

The Trash Order will become fully effective and enforceable when it is included in the next five-year Stormwater Permit, which is expected to be issued sometime in fall 2018. Once the Order is incorporated into the newly adopted Stormwater Permit, the 10-year Trash Order compliance timeline commences.

To adequately fund the plan's implementation over the 10-year compliance timeline and beyond, the City needs to establish a stormwater trash program rate that will support the program's administrative, capital, and maintenance costs. An initial study prepared by AECOM is available on the City's FTP site at <ftp://ftp.cityofvista.com/TrashStudy>.

AECOM is prohibited from proposing or being a subconsultant on this RFP.

III. PROPOSED SCOPE OF SERVICES

Consultant shall furnish all services in order to prepare a Trash Implementation Plan and stormwater trash fee structure. Consultant will be broadly evaluated on the following: completeness of the scope of work; description of consultant's staff and their involvement, including meetings and workshops; use of data provided by the City and procurement of other key data; innovative and well-thought-out approaches and methodologies that the City may not have identified in the scope of work.

1. Trash Order Implementation Plan

Consultant shall prepare a Trash Order Implementation Plan that will comply with Track 2 requirements per Order No. R9-2017-0077 and include the following tasks, considerations, and deliverables:

1. Collect and analyze City-provided and other data, as necessary.
2. The combination of controls selected and the rationale for each.
3. How the combination of controls is designed to achieve full-capture system equivalency.
4. How full-capture system equivalency will be demonstrated.
5. How the implemented controls identified in the Trash Implementation Plan will be monitored and assessed in the Jurisdictional Runoff Management Plan (JRMP) or Water Quality Improvement Plan (WQIP) annual reports.
6. Proposals, if any, to substitute Priority Land Uses (PLUs) with other locations or land uses, provided that the total trash generated in other locations or land uses are equivalent to, or greater than, the total trash generated in the PLU being substituted.

7. A time schedule to achieve full compliance with the trash discharge prohibition, including interim milestones (such as average load reductions of ten percent per year or other progress) to full implementation.

2. Rate Study

1. While preparing the implementation plan, Consultant shall prepare a stormwater trash rate study based on the progressive installation and maintenance of trash capture devices over the 10-year compliance period beginning FY 2019/2020 to FY 2029/2030. The study will assume the City contracts with its waste hauler, EDCO, for the collection of the stormwater trash fee. Stormwater trash fee rates must be presented to the City Council and adopted no later than July 2019:
 - a. Rate study shall be based on Region 9 Trash Order No. R9-2017-0077, AECOM Trash Study, the San Diego Regional Trash Study (as soon as available), and, as applicable and appropriate, other pertinent studies (e.g., Bay Area-Wide Trash Capture Demonstration Project, May 8, 2014);
 - b. Rate study shall consider current EDCO costs and rate structure;
2. Consider existing EDCO customer classes as a broad reference for developing class/category ratings:
 - a. Investigate and develop trash generation rates for various categories of trash generators;
 - b. Develop class categories and rates for residents and businesses based on projected trash generation impacts (e.g., fast food restaurants, industrial facilities, light industrial facilities, administrative businesses, single-family residences, multi-family residences, etc.);
3. Evaluate device types and maintenance frequencies:
 - a. Assume (at least quarterly) complete maintenance service per device, including visual inspection, vacuuming, power-washing, or manual debris removal, as appropriate;
 - b. Include capital costs, e.g., initial purchase, depreciation, and replacement;
 - c. Include periodic repair or replacement, such as filter media;
 - d. Include disposal of all captured debris and material in accordance with all applicable laws and regulations.
4. Evaluate cost of other programmatic and administrative measures, including:
 - a. Institutional controls (e.g., Trash Ordinance);
 - b. Multi-benefit projects/programs;
 - c. Other treatment controls;
 - d. Education and outreach;
 - e. Annual trash monitoring (e.g., field studies, equivalency assessments);
 - f. Annual report.
5. Evaluate reporting/tracking costs, which should include the following data:
 - a. Service date;

- b. Reference City of Vista inlet, manhole, etc.;
 - c. Specify storage capacity condition by indicating percent full;
 - d. Estimate amount of debris removed from each unit in gallons or cubic feet;
 - e. Characterize trash removed (i.e., total percentage of trash and predominant type);
 - f. Note special problems, such as flooding, screen dysfunctionality from accumulation of leaves, plastic bags or other debris causing overflow;
 - g. Recommend updates to City GIS data as appropriate;
 - h. Monitor, evaluate, and course-correct, as necessary, based on findings.
6. Recommend reserve levels for operating and capital.
 7. Provide the City with an easy-to-use electronic rate model for future rate-setting.
 8. Preliminary draft rate study:
 - a. Consultant shall prepare a draft rate study and a tentative rate schedule;
 - b. Provide six (6) copies of the draft report to the City and one (1) PDF copy;
 - c. Present the draft report and tentative rate structure to City staff only;
 - d. Incorporate up to two rounds of comments from City staff, as appropriate; Provide eight (8) copies of the revised final report to the City and one (1) PDF copy.

Optional Services:

1. Presentation to City Council
 - a. Assist staff with the presentation of the results of the report and tentative stormwater trash fee rate structure.
 - b. Support and present with staff at a minimum of two City Council Meetings. Consultant shall assume City staff will lead the presentation with the consultant presenting the technical detail and rate structure.
2. Public Notices
 - a. Consultant shall provide one review of the City's public notice regarding the tentative rates. Consultant shall assume review of one public notice in the newspaper and one two-page mailed notice.

IV. CITY RESPONSIBILITIES

The City will be responsible for the following:

1. Furnish Data: Furnish all reasonably available records and information, including reports, studies, GIS files, etc.

2. Staff Support: Provide staff support and time as required and agreed to in advance of the study.

V. COORDINATION

Coordination with the City, other Consultants and other involved City departments and agencies will be required. Agency coordination may include, but is not limited to the City's waste hauler, EDCO.

The City will decide the manner in which the project coordination is undertaken. At the City's option, coordination efforts may be performed by the Consultant's direct contact, by the Consultant acting through the City or by the City only. When coordination efforts require agreement, such agreement shall be coordinated through the City.

VI. PROJECT PROGRESS

The Contract shall begin upon approval by the City, and the Consultant shall commence work after notification to proceed by the City.

The Consultant is advised that any recommendation for contract award is not binding on the City until the Agreement is fully executed and approved by the City.

VII. PROPOSAL

A. *Schedule.* The City's schedule for the selection process is as follows:

- | | |
|---|---|
| 1. City Releases RFP | March 2, 2018 |
| 2. Pre-proposal meeting (non-mandatory) | March 12, 2018, City Hall, Vista Room, Second Floor. 10:00 AM |
| 3. Deadline for questions | March 14, 2018, 4:00 PM |
| 4. Proposals due to the City of Vista | March 22, 2018, 4:00 PM |
| 5. Notice of Consultant Shortlist | March 30, 2018 |
| 6. Consultant Interview | April 9, 2018 |
| 7. Notice of Consultant Selection | April 11, 2018 |
| 8. Complete Negotiation of Agreement | April 17, 2018 |
| 9. Council Award | May 8, 2018 |

All dates are subject to change.

All questions must be submitted via email to Jonathan Nottage, Jnottage@cityofvista.com. Phone call questions will not be accepted. Answers to all submitted questions will be provided in an addendum.

The City reserves the right to extend the date by which proposals are due.

Requirements. In order to maintain uniformity with all proposals furnished by the Consultants, the City requests that the proposals be limited to a maximum of twenty-five (25) single-sided 8.5" x 11" pages (excluding cover letter, front and back covers, section dividers and resumes). 11" x 17" single-sided foldouts may be used for graphics only and will count as one page. Proposals shall include the following elements:

1. COVER LETTER – A cover letter shall summarize key elements and guarantee that key personnel will be committed to perform the required tasks for the duration of the contract. The cover letter shall be limited to two (2) pages and shall include a contact name, email, phone number and full address for the Consultant. The cover letter shall include a statement that the Consultant can meet the City's insurance requirements and is prepared to execute the Professional Services Master Agreement as written, and will not make any changes to the project team without the City's authorization. In cases where a team member voluntarily leaves a firm, the Consultant shall provide the City with a proposal for a substitute team member, subject to the approval of the City.
2. COMPANY INFORMATION
 - a. Identification of Responder;
 - b. Legal name and address of the company (partnership, corporation, joint venture, etc.);
 - c. Identification of the parent company (if applicable);
 - d. Addresses of offices located in San Diego County;
 - e. Number of employees in San Diego County;
 - f. Name, title, address and telephone number of person to contact concerning the proposal.
3. PROJECT UNDERSTANDING AND APPROACH – Discuss the Consultant's understanding of the project, and any suggestions or special concerns that the City and the Consultant should address for a successful project. Provide a narrative rendition of the technical and management approach proposed for this project. Show how all required tasks are to be completed.
4. DETAILED SCOPE OF SERVICES
 - a. Provide a detailed scope of work containing any additional services or tasks the Consultant sees as necessary for the successful completion of

the project. The scope of work shall include any information required to further clarify the scope of work included in the RFP. The scope of work shall reflect the schedule and fee estimate included in this section.

- b. Provide a detailed project schedule, including stages of work, time frames, and ability to perform the required services in a timely manner.
- c. Provide a detailed breakdown of the number of hours for each staff classification (including both professional and administrative classifications) as they relate to each task identified in the Scope of Work. A fee table will not be required at this time. Consultants selected for interview will be asked provide a final fee table at the interview.

5. PROJECT TEAM AND ORGANIZATION CHART

- a. Describe project organization, including identification and responsibilities of key personnel.
- b. Indicate roles of prime and all sub-consultants.
- c. Provide a discussion of the experience of the Project Manager and other key staff members that would be involved with this project.
- d. Provide resumes of the Project Manager, Project Engineer, and other key staff members who will work on this project. The resume shall include relevant experience, education, licenses, and certifications. The resume for each individual shall not exceed one (1) page in length. Resumes shall be included as an appendix to the main document.
- e. Describe proposed line-of-communication between the City, prime team members, and sub-consultants.

6. EXPERIENCE

- a. Provide a brief description of consultant's experience in completing similar projects within the last 5 years.
- b. Provide a detailed discussion of specialized experience in completing scope of required services listed above.
- c. Provide three (3) similar projects which your firm has completed within the last 5 years. Projects currently being performed may be submitted for consideration. Project information should include a brief project description, agency or client name, their telephone number(s), the year of project completion, and the project construction cost.
- d. Identify team members proposed for this project and their roles on the representative similar projects.

7. REFERENCES – The Consultant shall provide a minimum of three (3) references for similar projects for the prime firm. At least one reference shall be from the projects listed in Item 6.c of EXPERIENCE. At a minimum, each reference shall

include the client's name and location, number of projects completed for the client, client contact name and phone number.

8. STANDARD HOURLY BILL RATES – The Consultant's Standard Hourly Billing Rates for all classifications of staff likely to be involved in the project shall be included along with the mark-up rate for any non-labor expenses and sub-consultants.
9. EXCEPTIONS TO RFP – Provide a statement that the Consultant has read, understands, and takes no exception to the RFP or the terms of the City's Standard Consulting Agreement, attached as ATTACHMENT "A". If the Consultant does take exception(s) to any portion of the RFP, the specific portion to which exception is taken shall be identified and explained.
10. ADDENDA TO THE RFP – Provide a statement that the Consultant has received all addenda, and include the addendum numbers and dates.
11. All copies shall be signed by an individual or, if a corporation, a corporation officer with the power to bind the company or corporation to its proposal. To be considered, all proposals shall be completely responsive to this RFP.

Seven (7) hard copies (one original and six copies) and one electronic PDF copy of the consultant's qualifications must be submitted, with all copies having been signed by an official with the power to bind the company in its proposal and must acknowledge the RFP has been read and understood. To be considered, all proposals shall be completely responsive to the RFP.

Proposals shall be delivered no later than 4:00 PM on Thursday, March 22, 2018 to:

Drop-off Location:

City of Vista
City Clerk's Office
Attn: Jonathan Nottage, Stormwater Division
200 Civic Center Drive
Vista, CA 92084

Mailing Address:

City of Vista
City Clerk's Office
Attn: Jonathan Nottage, Stormwater Division
200 Civic Center Drive
Vista, CA 92084

Faxed and email copies will not be accepted.

A non-mandatory pre-proposal meeting will be held at the City of Vista, Vista Room, located on the second floor, on Monday, March 12, 2018 at 10:00 AM.

VIII. CRITERIA FOR SELECTION

The City's consultant evaluation and selection process is based on Qualifications Based Selection (QBS) for professional services. An evaluation committee appointed by the City Engineer will review the proposals. The criteria and weight for evaluating the proposals submitted will be as follows:

1. 10% - Relevant experience and reputation of the consulting firm, including a verification of data and references.
2. 10% - Experience and credentials of key personnel assigned to the project.
3. 25% - Understanding of project objectives and scope of work as evidenced in the written narratives and oral interview.
4. 25% - Experience with projects of similar nature.
5. 15% - Staffing capabilities demonstrating that the present workload of the firm and the availability of staff for the project will remain sufficient throughout the duration of the contract.
6. 10% - Consultant's past record of performance in similar projects related to control of costs, quality of work, and adherence to schedule.
7. 5% - The City's prior experience with the Consultant.

The contract award, if any, will be made to the proposer whose proposal best serves the interests of the City as it determines in its sole discretion. This is not a low bid solicitation, and the scoring criteria set forth above are not determinative of the successful proposer.

All responding Consultants are required to be registered on eBidboard.

IX. ESTABLISHMENT OF FEES

Consultants invited to interview shall provide a detailed cost breakdown spreadsheet at the interview, detailing the number of hours and associated cost for each staff classification (including both professional and administrative classifications) as they relate to each task identified in the Scope of Work. In addition, an estimate of all direct costs such as materials and reproduction costs shall be provided. Sub-consultant costs shall be allocated on a per-task basis but do not need to be broken out by each staff classification. The City limits mark-up for sub-consultants and direct costs to 10%. This information will be used by City staff to evaluate the reasonableness of the estimated cost of services and will be used in negotiating the final fee amounts for the contract agreement. Proposed rates shall clearly correlate with names and classifications of staff likely to be involved with various elements of the projects. The fee breakdown shall be categorized accordingly.

The Consultant shall be paid based upon hourly rates for services rendered as negotiated.

There will be no compensation to the Consultant for hours expended due to the Consultant's errors and omissions. There will be no adjustments, including an increase in the hourly rate.

X. METHOD OF PAYMENT

The Consultant shall submit monthly invoices to the City. Each invoice shall include a detailed breakdown of the services, the tasks, the hours, the personnel and staff type who worked on the project, and hourly rates. A maximum of 10% markup will be allowed for sub-consultants and reimbursable.

XI. CONSULTING AGREEMENT

A sample Standard Consulting Agreement is enclosed for review, as Attachment "A". The RFP and the Consultant's Proposals will be attached and become part of the Agreement as exhibits.

Any subsequent changes in the RFP from the date of issuance to the date of submittal will result in an addendum by the issuing office to those parties who have provided the proper notice of interest in responding to the RFP.

The signer of the proposal must declare in writing that the only person, persons, company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and, that the signer of the proposal has full authority to bind the principal proposer.

Please refer to the sample agreement for the necessary amounts of general liability, automotive, worker's compensation and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement. The insurance certificate shall include the City of Vista and the Buena Sanitation District, its officers and employees as insured or additional insured.

XII. ASSIGNED REPRESENTATIVES

The City will assign a responsible representative to administer the contract, and to assist the Consultant in obtaining information. In addition, the Consultant shall assign a responsible representative (Project Manager), who will be identified in the proposal. The Consultant's representative will remain in responsible charge of the Consultant's duties from the Notice-to-Proceed through project completion. If the Consultant's Project Manager should be unable to continue with the project, then the Consultant shall notify the City's representative in writing. The City's representative shall first approve any substitution of representatives or sub-consultants identified in the proposal in writing. The City reserves the right to review and approve/disapprove all key staff and sub-consultant substitution or removal, and may consider such changes not approved to be a breach of contract. This breach of contract will not apply if the Project Manager leaves the Consulting firm.

XIII. RIGHT TO REJECT PROPOSALS

The City reserves the right to delay the project or reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

The City reserves the right to extend the due date for the proposal, accept or reject any or all proposals received as a result of this request, negotiate with any qualified consultant or cancel this RFP in part or in its entirety. The City may require the selected consultant to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from negotiations.

All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the Respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Respondent. All proposals submitted to the City of Vista become the property of the City.

XIV. DISCLOSURE

All proposals become the property of the City unless a return is specifically requested, as specified in the following section. The City is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a public Records Acts request, you must agree in writing to defend and indemnify the City of Vista if litigation results.

XV. LATE, MODIFIED, OR WITHDRAWN PROPOSAL

Any Proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and it was sent by mail, and it is determined by the City that the late receipt was due solely to mishandling by the City after receipt at the City; or it is the only Proposal received.

Any modification of a proposal, except a modification resulting from the City's request for "best and final" offer, is subject to the same conditions as the initial submission.

Proposals may be withdrawn by written notice received at any time prior to Notice of Intent to Award. Thereafter, all proposals constitute firm offers, subject to negotiation and execution of definitive documents that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter. Proposals may be withdrawn in person by the consultant or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the proposal prior the posting of Notice of Intent to Award of contract award.

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN DIEGO REGION**

ORDER NO. R9-2017-0077

**AN ORDER DIRECTING THE OWNERS AND OPERATORS OF
PHASE I MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4s)
DRAINING THE WATERSHEDS WITHIN THE SAN DIEGO REGION**

**TO SUBMIT REPORTS PERTAINING TO THE CONTROL OF TRASH
IN DISCHARGES FROM PHASE I MS4s
TO OCEAN WATERS, INLAND SURFACE WATERS,
ENCLOSED BAYS, AND ESTUARIES
IN THE SAN DIEGO REGION**

The California Regional Water Quality Control Board, San Diego Region (hereinafter San Diego Water Board) finds:

- 1. Trash Amendments.** On April 7, 2015, the State Water Board adopted Resolution No. 2015-0019, amending the Water Quality Control Plan for Ocean Waters of California (Ocean Plan) and the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California (ISWEBE Plan) to address the impacts of trash to the surface waters of California (referred to hereafter as the Trash Amendments). The effective date of the Trash Amendments is December 2, 2015.
- 2. Regional MS4 Permit.** Throughout the State, trash is typically generated on land and transported to surface water, predominantly through storm water discharges from MS4s. These storm water discharges occur in part from Phase I MS4s in the San Diego Region regulated through a regional general permit adopted by the San Diego Water Board (Regional MS4 Permit) pursuant to section 402(p) of the Clean Water Act. The term Regional MS4 Permit refers to the San Diego Water Board's Order No. R9-2013-0001, as amended by Order Nos. R9-2015-0001 and R9-2015-0100, NPDES No. CAS0109266, *National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watersheds within the San Diego Region*.
- 3. Trash Amendments Implementation.** The Trash Amendments establish a statewide narrative water quality objective and implementation requirements to control trash, including a prohibition against the discharge of trash to ocean waters, inland surface waters, enclosed bays, and estuaries in California. For Phase I MS4 permittees with regulatory authority over priority land uses, the Trash Amendments require the San Diego Water Board to take certain steps towards implementation of the narrative water quality objective and prohibition by June 2, 2017 through requirements incorporated into the Regional MS4 Permit or through a monitoring and reporting order issued pursuant to Water Code section 13267 or 13383. The San Diego Water Board will not be amending the Regional MS4 Permit within the time frame specified by the Trash Amendments; therefore, the initial steps in planning for the implementation of the Trash Amendments are being required through this Order in accordance with Water Code

section 13383. The San Diego Water Board intends to incorporate the requirements of the Trash Amendments into the Regional MS4 Permit during its next reissuance in Fiscal Year 2018-19.

4. Persons Responsible for the Discharges of Trash. The owners and operators of Phase I MS4s are responsible for discharges of waste, including trash, from land uses and locations within their jurisdictions through their MS4s to ocean waters, inland surface waters, enclosed bays, and estuaries in the San Diego Region. In the San Diego Region, owners and operators of Phase I MS4s subject to the requirements of this Order (herein referred to as MS4 permittees) include the following entities:

- County of Orange
 - City of Aliso Viejo
 - City of Dana Point
 - City of Laguna Beach
 - City of Laguna Hills
 - City of Laguna Niguel
 - City of Laguna Woods
- City of Lake Forest
- City of Mission Viejo
- City of Rancho Santa Margarita
- City of San Clemente
- City of San Juan Capistrano
- Orange County Flood Control District

- County of Riverside
 - City of Murrieta
 - City of Temecula
 - City of Wildomar
- Riverside County Flood Control and Water Conservation District¹

- County of San Diego
 - City of Carlsbad
 - City of Chula Vista
 - City of Coronado
 - City of Del Mar
 - City of El Cajon
 - City of Encinitas
 - City of Escondido
 - City of Imperial Beach
 - City of La Mesa
 - City of Lemon Grove
- City of National City
- City of Oceanside
- City of Poway
- City of San Diego
- City of San Marcos
- City of Santee
- City of Solana Beach
- City of Vista
- San Diego County Regional Airport Authority
- San Diego Unified Port District

5. Water Quality Objectives. The Trash Amendments established the following statewide narrative water quality objectives for trash in ocean waters, inland surface waters, enclosed bays, and estuaries in California.

¹ Riverside County Flood Control and Water Conservation District (District) lacks regulatory authority over Priority Land Uses. As noted in Finding 9.d of this Order, the Trash Amendments (Appendix D of the Ocean Plan Chapter III.L.2.d and Appendix E of the ISWEBE Plan Chapter IV.A.3.d) provide the San Diego Water Board with the authority to investigate whether specific land uses or locations within the District’s jurisdiction generate substantial amounts of trash and determine that compliance with Track 1 or Track 2 trash control measures for those land uses or locations is necessary.

- a. The Trash Amendments established the following narrative water quality objective for trash in Chapter II.C.5 of Appendix D of the Ocean Plan:

“Trash shall not be present in ocean waters, along shorelines or adjacent areas in amounts that adversely affect beneficial uses or cause nuisance.”

- b. The Trash Amendments established the following narrative water quality objective or trash in Chapter III.A of Appendix E of the ISWEBE Plan:

“Trash shall not be present in inland surface waters, enclosed bays, estuaries, and along shorelines or adjacent areas in amounts that adversely affect beneficial uses or cause nuisance.”

Meeting these narrative water quality objectives for trash will be protective and supportive of numerous beneficial uses for the ocean waters, inland surface waters, enclosed bays, and estuaries in the San Diego Region, including but not limited to, wildlife habitat (WILD), marine habitat (MAR), preservation of rare and endangered species (RARE), fish migration (MIGR), navigation (NAV), and water contact and non-contact recreation (REC1 and REC2).

- 6. Trash Discharge Prohibition.** The Trash Amendments established the following discharge prohibition in Chapter III.I.6 of Appendix D of the Ocean Plan and Chapter IV.A.2 of Appendix E of the ISWEBE Plan:

“The discharge of trash to surface waters of the State or the deposition of trash where it may be discharged into surface waters of the State is prohibited.”

- 7. Regional MS4 Permit Implementation of the Trash Amendments.** The Trash Amendments require the incorporation of the trash narrative water quality objectives and discharge prohibition into the Regional MS4 Permit. The Regional MS4 Permit then will require the MS4 permittees to comply with the trash narrative water quality objectives and discharge prohibition through the implementation of one of two measures to be selected by the MS4 permittees.

To comply with the trash narrative water quality objectives and discharge prohibition, the MS4 permittees are required to implement either of the following measures:

Track 1: Install, operate, and maintain full capture systems for all storm drains that capture runoff from the priority land uses in their jurisdictions; or

Track 2: Install, operate, and maintain any combination of full capture systems, multi-benefit projects, other treatment controls, and/or institutional controls within either the jurisdiction of the MS4 permittee or within the jurisdiction of the MS4 permittee and contiguous MS4 permittees. The MS4 permittee may determine the locations or land uses within its jurisdiction to implement any combination of controls. The MS4 permittee shall demonstrate that such combination achieves full capture system equivalency. The MS4 permittee may determine which controls to implement to achieve compliance with full capture system equivalency. It is,

however, the State Water Board's expectation that the MS4 permittee will elect to install full capture systems where such installation is not cost-prohibitive.

The Trash Amendments require that within three (3) months of the effective date of this Order, each MS4 permittee is required to provide written notice to the San Diego Water Board stating whether the MS4 permittee elects to comply with the trash discharge prohibition by implementing Track 1 or Track 2. MS4 permittees that elect to implement Track 2 are also required to submit an implementation plan to the San Diego Water Board within eighteen (18) months of receipt of this Order. The implementation plan is required to describe: (i) the combination of controls selected by the MS4 permittee and the rationale for the selection, (ii) how the combination of controls is designed to achieve full capture system equivalency, and (iii) how full capture equivalency will be demonstrated. The implementation plan is subject to approval by the San Diego Water Board. Track 2 implementation plans will be deemed accepted by the San Diego Water Board ninety (90) days after submission unless otherwise directed in writing by the San Diego Water Board Executive Officer. MS4 permittees may elect to change Tracks through their adaptive management process during the compliance time schedule described in Finding 10, provided they submit supporting justification to the San Diego Water Board.

8. Full Capture System Equivalency. The Trash Amendments define full capture system equivalency as follows:

"Full capture system equivalency is the trash load that would be reduced if full capture systems were installed, operated, and maintained for all storm drains that capture runoff from the relevant areas of land (priority land uses, significant trash generating areas, facilities or sites regulated by NPDES permits for discharges of storm water associated with industrial activity, or specific land uses or areas that generate substantial amounts of trash, as applicable). The full capture system equivalency is a trash load reduction target that the permittee quantifies by using an approach, and technically acceptable and defensible assumptions and methods for applying the approach, subject to the approval of permitting authority. Examples of such approaches include, but are not limited to, the following:

(1) Trash Capture Rate Approach. Directly measure or otherwise determine the amount of trash captured by full capture systems for representative samples of all similar types of land uses, facilities, or areas within the relevant areas of land over time to identify specific trash capture rates. Apply each specific trash capture rate across all similar types of land uses, facilities, or areas to determine full capture system equivalency. Trash capture rates may be determined either through a pilot study or literature review. Full capture systems selected to evaluate trash capture rates may cover entire types of land uses, facilities, or areas, or a representative subset of types of land uses, facilities, or areas. With this approach, full capture system equivalency is the sum of the products of each type of land use, facility, or area multiplied by trash capture rates for that type of land use, facility, or area.

(2) Reference Approach. Determine the amount of trash in a reference receiving water in a reference watershed where full capture systems have been installed for all storm drains that capture runoff from all relevant areas of land. The reference watershed must be comprised of similar types and extent of sources of trash and land uses (including priority land uses and all other land uses), facilities, or areas as the permittee's watershed. With this approach, full capture system equivalency would be demonstrated when the amount of trash in the receiving water is equivalent to the amount of trash in the reference receiving water."

9. Land Uses and Locations Requiring Trash Controls. The Trash Amendments define land uses and locations that are to be controlled for trash discharges by MS4 permittees:

- a. Priority Land Uses:** Those developed sites, facilities, or land uses (i.e. not simply zoned land uses) within a MS4 permittee's jurisdiction from which discharges of trash are regulated by the Ocean Plan or ISWEBE Plan as follows:
- High-density residential: all land uses with at least ten (10) developed dwelling units/acre.
 - Industrial: land uses where the primary activities on the developed parcels involve product manufacture, storage, or distribution (e.g., manufacturing businesses, warehouses, equipment storage lots, junkyards, wholesale businesses, distribution centers, or building material sales yards).
 - Commercial: land uses where the primary activities on the developed parcels involve the sale or transfer of goods or services to consumers (e.g., business or professional buildings, shops, restaurants, theaters, vehicle repair shops, etc.).
 - Mixed urban: land uses where high-density residential, industrial, and/or commercial land uses predominate collectively (i.e., are intermixed).
 - Public transportation stations: facilities or sites where public transit agencies' vehicles load or unload passengers or goods (e.g., bus stations and stops).
- b. Equivalent Alternative Land Uses:** An MS4 permittee with regulatory authority over priority land uses may issue a request to the San Diego Water Board that the MS4 permittee be allowed to substitute one or more land uses identified above with an alternate land use within the MS4 permittee's jurisdiction that generates rates of trash that is equivalent to or greater than the priority land use(s) being substituted. The land use area requested to substitute for a priority land use need not be an acre-for-acre substitution but may involve one or more priority land uses, or a fraction of a priority land use, or both, provided the total trash generated in the equivalent alternative land use is equivalent to or greater than the total trash generated from the priority land use(s) for which substitution is requested. Comparative trash generation rates shall be established through the reporting of quantification measures such as street sweeping and catch basin cleanup records;

mapping; visual trash presence surveys, such as the “Keeping America Beautiful Visible Litter Survey”; or other information as required by the San Diego Water Board.

- c. *Coordination with California Department of Transportation (Caltrans).* The Trash Amendments (Appendix D of the Ocean Plan Chapter III.L.2.b and Appendix E of the ISWEBE Plan Chapter IV.A.3.b) require that Caltrans and MS4 permittees coordinate their efforts to install, operate, and maintain full capture systems, multi-benefit projects, other treatment controls, and/or institutional controls in significant trash generating areas and/or priority land uses.
- d. *Specific Land Uses or Locations Determined by the San Diego Water Board:* The Trash Amendments (Appendix D of the Ocean Plan Chapter III.L.2.d and Appendix E of the ISWEBE Plan Chapter IV.A.3.d) provide the San Diego Water Board with the authority to determine that specific land uses or locations (e.g., parks, stadia, schools, campuses, or roads leading to landfills) generate substantial amounts of trash. In the event the San Diego Water Board makes that determination, the Board may require the MS4 permittees to comply with the requirements of the Trash Amendments with respect to such land uses or locations.

10. Compliance Time Schedule. The Trash Amendments require the implementing permit (i.e. the Regional MS4 Permit) to state that full compliance with the trash discharge prohibition shall occur within ten (10) years of the effective date of the first implementing permit. In addition, the Regional MS4 Permit must require the MS4 permittees to demonstrate achievements of interim milestones such as average load reductions of ten percent (10%) per year or other progress to full implementation. In no case may the final compliance date, which will be included in the Regional MS4 Permit, be later than fifteen (15) years from the effective date of the Trash Amendments (i.e. December 2, 2030).

11. Monitoring and Reporting. The Trash Amendments require the implementing Regional MS4 Permit to include monitoring and reporting requirements to ensure adequate trash control. The MS4 permittees will be required to provide reports to the San Diego Water Board on an annual basis to describe progress toward achieving full compliance with the trash discharge prohibition. The monitoring and reporting requirements are dependent on the measures elected to be implemented by a MS4 permittee².

12. Water Quality Improvement Plans and Jurisdictional Runoff Management Plans. The Regional MS4 Permit requires the MS4 permittees to develop and implement Water Quality Improvement Plans for ten (10) Watershed Management Areas, designated in the Regional MS4 Permit as shown in Table 1 below:

² The minimum monitoring and reporting requirements that will be considered for inclusion in the Regional MS4 Permit reissuance are described in the Trash Amendments at Appendix D: Chapter III, section L.5 of the Ocean Plan and Appendix E: Chapter IV, section A.6 of the ISWEBE Plan.

Table 1. San Diego Region Watershed Management Areas

Hydrologic Unit(s)	Watershed Management Area	Major Surface Water Bodies	Responsible MS4 permittees
San Juan (901.00)	South Orange County	<ul style="list-style-type: none"> - Aliso Creek - San Juan Creek - San Mateo Creek - Pacific Ocean - Heisler Park ASBS 	<ul style="list-style-type: none"> - City of Aliso Viejo - City of Dana Point - City of Laguna Beach - City of Laguna Hills¹ - City of Laguna Niguel - City of Laguna Woods¹ - City of Lake Forest² - City of Mission Viejo - City of Rancho Santa Margarita - City of San Clemente - City of San Juan Capistrano - County of Orange - Orange County Flood Control District
Santa Margarita (902.00)	Santa Margarita River	<ul style="list-style-type: none"> - Murrieta Creek - Temecula Creek - Santa Margarita River - Santa Margarita Lagoon - Pacific Ocean 	<ul style="list-style-type: none"> - City of Menifee³ - City of Murrieta⁴ - City of Temecula - City of Wildomar⁴ - County of Riverside - County of San Diego - Riverside County Flood Control and Water Conservation District
San Luis Rey (903.00)	San Luis Rey River	<ul style="list-style-type: none"> - San Luis Rey River - San Luis Rey Estuary - Pacific Ocean 	<ul style="list-style-type: none"> - City of Oceanside - City of Vista - County of San Diego
Carlsbad (904.00)	Carlsbad	<ul style="list-style-type: none"> - Loma Alta Slough - Buena Vista Lagoon - Agua Hedionda Lagoon - Baticuitos Lagoon - San Elijo Lagoon - Pacific Ocean 	<ul style="list-style-type: none"> - City of Carlsbad - City of Encinitas - City of Escondido - City of Oceanside - City of San Marcos - City of Solana Beach - City of Vista - County of San Diego
San Dieguito (905.00)	San Dieguito River	<ul style="list-style-type: none"> - San Dieguito River - San Dieguito Lagoon - Pacific Ocean 	<ul style="list-style-type: none"> - City of Del Mar - City of Escondido - City of Poway - City of San Diego - City of Solana Beach - County of San Diego
Penasquitos (906.00)	Penasquitos	<ul style="list-style-type: none"> - Los Penasquitos Lagoon - Pacific Ocean 	<ul style="list-style-type: none"> - City of Del Mar - City of Poway - City of San Diego - County of San Diego
	Mission Bay	<ul style="list-style-type: none"> - Mission Bay - Pacific Ocean - San Diego Marine Life Refuge ASBS 	<ul style="list-style-type: none"> - City of San Diego
San Diego (907.00)	San Diego River	<ul style="list-style-type: none"> - San Diego River - Pacific Ocean 	<ul style="list-style-type: none"> - City of El Cajon - City of La Mesa - City of San Diego - City of Santee - County of San Diego

Table 1. San Diego Region Watershed Management Areas

Hydrologic Unit(s)	Watershed Management Area	Major Surface Water Bodies	Responsible MS4 permittees
Pueblo San Diego (908.00) Sweetwater (909.00) Otay (910.00)	San Diego Bay	- Sweetwater River - Otay River - San Diego Bay - Pacific Ocean	- City of Chula Vista - City of Coronado - City of Imperial Beach - City of La Mesa - City of Lemon Grove - City of National City - City of San Diego - County of San Diego - San Diego County Regional Airport Authority - San Diego Unified Port District
Tijuana (911.00)	Tijuana River	- Tijuana River - Tijuana Estuary - Pacific Ocean	- City of Imperial Beach - City of San Diego - County of San Diego

Notes:

1. By agreement dated February 10, 2015, pursuant to Water Code section 13228, the Phase I MS4 discharges within the jurisdiction of the City of Laguna Hills and the City of Laguna Woods located in the Santa Ana Region are regulated by San Diego Water Board Order No. R9-2013-0001 as amended by Order No. R9-2015-0001, upon the later effective date of Order No. R9-2015-0001 or Santa Ana Water Board Tentative Order No. R8-2015-0001. The City of Laguna Hills and Laguna Woods must also comply with the requirements of the San Diego Creek/Newport Bay TMDL in section XVIII of Santa Ana Water Board Order No. R8-2015-0001.
2. By agreement dated February 10, 2015, pursuant to Water Code section 13228, Phase I MS4 discharges within the City of Lake Forest located within the San Diego Water Board Region are regulated by the Santa Ana Water Board Order No. R8-2015-0001 (NPDES No. CAS618030) upon the later effective date of this Order or Santa Ana Water Board Tentative Order No. R8-2015-0001. In accordance with the terms of the agreement between the San Diego Water Board and the Santa Ana Water Board, the City of Lake Forest must implement the requirements of the Bacteria TMDL in Attachment E of this Order, participate in preparation and implementation of the Water Quality Improvement Plan for the Aliso Creek Watershed Management Area as described in Provision B of this Order and continue implementation of its over-irrigation discharge prohibition in its City Ordinance, Title 15, Chapter 15, section 14.030, List (b).
3. By agreement dated October 26, 2015, pursuant to Water Code section 13228, Phase I MS4 discharges within the City of Menifee located within the San Diego Water Board Region are regulated by the Santa Ana Water Board Order No. R8-2010-0033 as it may be amended or reissued (NPDES No. CAS618033) upon the later effective date of this Order. In accordance with the terms of the agreement between the San Diego Water Board and the Santa Ana Water Board, the City of Menifee must participate in preparation and implementation of the Water Quality Improvement Plan for the Santa Margarita River Watershed Management Area as described in Provision B of this Order.
4. By agreement dated October 26, 2015, pursuant to Water Code section 13228, the Phase I MS4 discharges within the jurisdiction of the City of Murrieta and the City of Wildomar located in the Santa Ana Region are regulated by San Diego Water Board Order No. R9-2013-0001 as amended by Orders No. R9-2015-0001 and R9-2015-0100. The City of Murrieta and City of Wildomar must also comply with the requirements of the Lake Elsinore/Canyon Lake Nutrient TMDLs in section VI.D.2 of Santa Ana Water Board Order No. R8-2010-0033, or corresponding section as it may be amended or reissued.

The Water Quality Improvement Plans include the following: (a) identification of priority water quality conditions that need to be addressed to improve the water quality in each Watershed Management Area; (2) numeric goals for the highest priority water quality conditions to be achieved that will demonstrate discharges from the MS4s are not causing or contributing to exceedances of applicable water quality objectives, or water quality objectives are being attained in receiving waters; (3) a description of the water quality improvement strategies that will be and may be implemented to achieve the numeric goals; and (4) schedules for implementing the water quality improvement strategies and achieving the numeric goals.

The Regional MS4 Permit also requires incorporation of implementation plans for applicable Total Maximum Daily Loads (TMDLs) and Areas of Special Biological Significance (ASBS), which include interim and final water quality-based effluent limitations, compliance strategies, and compliance schedules, into the Water Quality Improvement Plans.

In addition to Water Quality Improvement Plan development, each MS4 permittee is also required to develop and implement a jurisdictional runoff management plan (JRMP) that describes how specific strategies in the Water Quality Improvement Plans will be implemented by each MS4 permittee. While the JRMPs are not explicitly part of the Water Quality Improvement Plan, reporting relating to JRMP programs is accomplished through the Water Quality Improvement Plan annual reporting process.

The implementation measures, interim milestones, and compliance schedules for Track 1 or Track 2 of the Trash Amendments shall also be incorporated into either the Water Quality Improvement Plans, the JRMPs, or a combination of the two, to be implemented by the MS4 permittees as part of the adaptive management process.

Compliance with the Trash Amendments is based on implementation of specific measures to control trash within a MS4 permittee's jurisdiction; however, inclusion of trash control strategies may be beneficial on a watershed scale. Through the issuance of this Order pursuant to Water Code section 13383, the San Diego Water Board intends the MS4 permittees to incorporate the requirements of the Trash Amendments into either the Water Quality Improvement Plans, the JRMPs, or a combination of the two, after reissuance of the Regional MS4 Permit. Reporting on implementation measures to comply with the Trash Amendments will be required through jurisdictional runoff management program annual report forms, which are submitted as part of the Water Quality Improvement Plan Annual Reports.

13. Basis for Requiring Submittals from MS4 Permittees. This Order is issued under federal authority. The water quality objectives established by the Trash Amendments described in Finding 5 serves as a water quality standard federally mandated under Clean Water Act section 303(c) and the federal regulations (33 U.S.C. § 1312, 40 C.F.R. § 131). This water quality standard was specifically approved by the United States Environmental Protection Agency (USEPA) following adoption by the State Water Board and approval by the Office of Administrative Law. This Order requests information necessary for MS4 permittees to plan for implementation of actions to achieve the water quality standard for trash. Further, the water quality standard expected to be achieved pursuant to the Trash Amendments may allow each water body impaired by trash and already on the Clean Water Act section 303(d) list to be removed from the list, or each water body subsequently determined to be impaired by trash to not be placed on the list, obviating the need for the development of a total maximum daily load (TMDL) for trash for each of those water bodies (33 U.S.C. § 1313(d); 40 C.F.R. § 130.7). In those cases, the specific actions that will be proposed by the MS4 permittees in response to this Order substitute for some or all the actions that would otherwise be required consistent with any waste load allocations in a trash TMDL (40 C.F.R. § 122.44, subd. (d)(1)(vii)(B)). Accordingly, this Order is issued pursuant to federal law. Consistent with the Trash Amendments, this Order nevertheless allows MS4 permittees flexibility in the specific actions they propose to meet the federal requirements.

14. California Environmental Quality Act. Issuance of this Order is not subject to CEQA in accordance with section 15061(b)(3) of Chapter 3, Title 14 of the CCR because it can be seen with certainty that there is no possibility that the required activities in question may have a significant effect on the environment.

IT IS HEREBY ORDERED, pursuant to California Water Code section 13383, that the MS4 permittees must comply with the following directives:

A. REQUIRED SUBMITTALS³

1. **Written Notices.** Each MS4 permittee identified in Finding 4 must submit to the San Diego Water Board, **no later than three (3) months from the date of this Order (September 5, 2017)**, a written notice stating whether the MS4 permittee will implement Track 1 or Track 2 to comply with the trash discharge prohibition in the Ocean Plan and ISWEBE Plan.
2. **Track 1 Jurisdictional Maps and Time Schedule.** Each MS4 permittee identified in Finding 4 electing to comply with Track 1 must submit the following information **no later than eighteen (18) months from the date of this Order (December 3, 2018)**:
 - a. A jurisdictional map identifying Priority Land Uses, the corresponding storm drain network including all storm drain inlets and drainage, proposed full capture system installation locations and associated drainage areas; *and*
 - b. A time schedule to achieve full compliance with the trash discharge prohibition, including interim milestones (such as average load reductions of ten percent per year or other progress) to full implementation. The final compliance date must not be later than fifteen (15) years from the effective date of the Trash Amendments (i.e. December 2, 2030).
3. **Track 2 Implementation Plans.** Each MS4 permittee identified in Finding 4 electing to comply with Track 2 must submit, **no later than eighteen (18) months from the date of this Order (December 3, 2018)**, an implementation plan that describes:
 - a. The combination of controls⁴ selected by the MS4 permittee and the rationale for each selection;
 - b. How the combination of controls is designed to achieve full capture system equivalency;
 - c. How full capture system equivalency will be demonstrated;
 - d. How the implemented controls identified in the trash implementation plans will be monitored and assessed in jurisdictional runoff management program or Water Quality Improvement Plan Annual Reports;
 - e. Proposals by MS4 permittees, if any, to substitute Priority Land Uses described in Finding 9 above with other locations or land uses, provided that the total trash

³ Directives A.1, A.2, A.3, and A.5 do not apply to the Riverside County Flood Control and Water Conservation District because it does not have land use authority over Priority Land Uses.

⁴ Controls include full capture systems, multi-benefit projects, other treatment controls, and/or institutional controls, as defined in Appendix D of the Ocean Plan and Appendix E of the ISWEBE Plan.

generated in other locations or land uses is equivalent to, or greater than, the total trash generated in the Priority Land Use being substituted; *and*

- f. A time schedule to achieve full compliance with the trash discharge prohibition, including interim milestones (such as average load reductions of ten percent per year or other progress) to full implementation. The proposed final compliance date must not be later than fifteen (15) years from the effective date of the Trash Amendments (i.e. December 2, 2030).
4. **Identification of Substantial Trash Generating Land Uses or Locations Within Riverside County Flood Control and Water Conservation District's Jurisdiction.** The Riverside County Flood Control and Water Conservation District (District) must submit, **no later than eighteen (18) months from the date of this Order (December 3, 2018)**, a report identifying land uses or locations within its jurisdiction including but not limited to, facilities, drainage structures, and easements that generate a substantial amount of trash.
 5. **Coordination with Caltrans.** Each MS4 permittee identified in Finding 4 must submit, **no later than eighteen (18) months from the date of this Order (December 3, 2018)**, a description of how MS4 permittees will coordinate their efforts to install, operate, and maintain full capture systems, multi-benefit projects, and other controls with Caltrans in significant trash generating areas and/or priority land uses, as applicable.

B. PROVISIONS

1. **Signatory Requirements.** All documents submitted to the San Diego Water Board must be signed and certified.
 - a. All reports required by this Order must be signed as follows:
 - (1) For a corporation, by a principal executive officer of at least the level of vice-president;
 - (2) For a partnership or sole proprietorship, by a general partner or the proprietor, respectively;
 - (3) For a municipality, state, federal or other public agency, by either a principal executive or ranking elected official.
 - (4) By a duly authorized representative of the person designated above (B.1.a.(1), B.1.a.(ii), or B.1.(a)(iii)). A person is a duly authorized representative only if:
 - (a) The authorization is made in writing by a person described in paragraph B.6.a above;

(b) The authorization specifies either an individual or position having responsibility for the overall operation of the regulated facility or activity; and

(c) The written authorization is submitted to the San Diego Water Board.

b. Any person signing a document required by this Order must make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

2. Submittal of Documents. All documents submitted to the San Diego Water Board in compliance with this Order must be submitted in electronic format (compact disk (CD-ROM or CD) in a Portable Document Format (PDF), unless otherwise directed. All electronic format documents required under this Order must be submitted to:

Executive Officer
California Regional Water Quality Control Board
San Diego Region
2375 Northside Drive, Suite 100
San Diego, CA 92108
Attn: Laurie Walsh, PE, Storm Water Management Unit

3. Changes to Order. This Order may be amended, rescinded, or updated by the Executive Officer. The MS4 permittees may propose changes or alternatives to the requirements in this Order if a valid rationale for the changes is shown. The filing of a request by a MS4 permittees for amending, rescinding, or updating this Order, or notification of planned changes or anticipated noncompliance does not stay any condition of this Order.

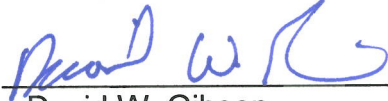
C. NOTIFICATIONS

1. Enforcement Discretion. The San Diego Water Board reserves its right to take any enforcement action authorized by law for violations of the terms and conditions of this Order.

2. Requesting Administrative Review by the State Water Board. Any aggrieved person may petition the State Water Board regarding this Order in accordance with Water Code section 13320 and the California Code of Regulations title 23 sections 2050 and following. The State Water Board must receive the petition by 5:00 p.m.,

30 days following the date of this Order. Copies of the laws and regulations applicable to filing petitions may be found on the State Water Board website at http://www.waterboards.ca.gov/public_notices/petitions/water_quality or will be provided upon request.

For instructions on how to file a petition for review, see the State Water Board website at:
http://www.waterboards.ca.gov/public_notices/petitions/water_quality/wqpetition_instr.shtml

Ordered By: 

David W. Gibson
EXECUTIVE OFFICER
June 2, 2017

ATTACHMENT “A”
Standard Consulting Agreement

CONTRACT FOR PROFESSIONAL SERVICES
TYPE OF SERVICES

THIS “CONTRACT” is entered into by and between the “**Parties**” as of _____ (“**Contract Date**”).

1.0 THE “PARTIES”

The “**City**”:

CITY OF VISTA, a chartered municipal corporation
200 Civic Center Drive
Vista, CA 92084

Working Contact: [workingname](#)
Billing Contact: [billingname](#)

The “**Contractor**”

[NAMEX](#), statusx
[Address1](#)
[Address2](#)

Contact: [contactname](#)

2.0 BASIC TERMS

2.1 The “**Services**” to be performed by Contractor are set forth in the Request for Proposals attached as **Exhibit A**.

2.2 The “**Required License**” for the Services is: [type](#).

2.3 Contractor, an entity holding the Required License, desires to enter into this “**Contract**” with City for the Services.

2.4 The “**Project**” for which the Services are required is described in **Exhibit A**.

2.5 Contractor has submitted to City a Proposal to perform the Services dated [proposaldate](#) (“**Exhibit B**”).

2.6 The “**Contract Ceiling Price**” is: [pricex](#)

2.7 Any references in **Exhibit A** or **Exhibit B** to “Consultant” shall mean Contractor for the purposes of this Contract.

3.0 CONTRACT TERM

3.1 This Contract shall take effect as of the Contract Date.

3.2 This Contract shall be in effect for [xx](#) calendar months (“**Term**”) from the Contract Date. [The Term may be extended at the City’s option for an additional yy months, in increments of City’s choice, for a maximum Term of zz months from the Contract Date.](#)

3.3 City may terminate this Contract upon 30-days’ written notice to Contractor. In such event, or upon request of City, Contractor shall assemble all City documents in the Contractor’s possession, put them in order for proper filing and closing, and deliver the documents to City. In the event of termination, Contractor shall be paid for work performed to the termination date. City shall make the final determination as to the portion of tasks completed and the compensation to be paid.

4.0 SCOPE

Contractor shall perform all Services including, but not limited to, the furnishing of all tools, equipment, materials, software, and supplies, and for furnishing all transportation, services, including fuel, power and water, essential communications, and the performance of all labor, work or other operations, as may be required from time to time, in accordance with **Exhibit A** and **Exhibit B**. In the event of a conflict between the provisions of **Exhibit A** and **Exhibit B**, the provisions of **Exhibit A** shall control.

5.0 COMPENSATION

5.1 City shall pay Contractor for the Services to be performed as set forth in **Exhibit B**.

5.2 An invoice for payment shall be submitted in a form satisfactory to City. At a minimum, the invoice shall include: the purchase order number, the work order number, a description of the work performed, and a total amount.

5.3 Changes in, additions to, or deductions from the Services, including increases or decreases in any item or portion of the Services, shall be set forth in a written change order executed by City and by the Contractor which shall specify:

5.3.1 The changes, additions, and deductions to be made.

5.3.2 The increase or decrease in compensation due the Contractor, if any.

5.3.3 Adjustment in the time of completion, if any.

5.4 Contract Ceiling Price

5.4.1 In no event shall City be liable for paying more than the Contract Ceiling Price for Contractor's services rendered under this contract.

5.4.2 If it becomes foreseeable that Contractor will need to perform services such that the cumulative total of costs to City will exceed the maximum permitted by this Contract, any such cost overrun will be handled pursuant to the change order procedure in Chapter 3.08. City and Contractor recognize that City lacks authority to exceed the cost ceiling without the express authorization of the City Council. If the maximum cost to City for this Contract is exceeded unexpectedly, payment shall be made as mutually agreeable and disputes shall be handled pursuant to this Contract, but work shall cease as soon as is reasonably feasible once the cost ceiling plus allowable change orders, if any, is exceeded.

5.5 Except as provided in **Exhibit B**, Contractor shall not be reimbursed for any expenses incurred in rendering services under this Contract.

6.0 CONTRACT DOCUMENTS

The Contract comprises the following documents including all additions, deletions, modifications and appendices and all addenda setting forth any modifications or interpretations of any these documents: Documents required under **Exhibits A–E**.

7.0 TIME FOR COMPLETION AND COMMENCEMENT OF SERVICES

All Services under the Contract must be completed in compliance with the schedule in **Exhibit A**.

8.0 STANDARD OF PERFORMANCE

8.1 Contractor represents and warrants that it has the training, qualifications, experience and facilities necessary to properly perform the Services required under this Contract in a thorough, competent and professional manner. At all times Contractor shall faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Contract, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Contract.

8.2 Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term of this Contract. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Contract, including any business licenses required by City. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this Section.

9.0 CONTRACTOR'S STATUS; CONTRACTOR'S EMPLOYEES

9.1 Contractor shall perform the services provided for herein in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling. Contractor is not to be considered an employee of City, nor shall any employees of Contractor be considered employees of City, for any purpose. Contractor shall be under the direction and control of City staff only as to the results to be accomplished. This Contract is not intended to create the relationship of partnership, joint venture, or association between City and Contractor.

9.2 Contractor represents and warrants that all professional services required under this Contract shall be provided by a person or persons duly licensed by the State of California to provide those types of services.

9.3 Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

9.4 Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Contractor's officers, employees, agents and subcontractors that are included in this Contract.

9.5 The payment made to Contractor pursuant to this Contract shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this contract. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. City will not make any federal

or state tax withholdings on behalf of Contractor. City shall not be required to pay any workers' compensation insurance on behalf of Contractor.

9.6 Contractor agrees to defend and indemnify City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which City may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of City, for work done under this contract. This is a continuing obligation that survives the termination of this Contract.

10.0 CIVIL RIGHTS

10.1 Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations hereinafter enacted.

10.2 Contractor shall not knowingly deny an opportunity or benefit, discriminate against or harass, any employee or applicant for employment on account of the person's race, color, ethnicity, national origin, ancestry, religion, creed, veteran status, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, or other status protected from workplace discrimination by state or federal law.

10.3 Contractor shall not knowingly give preferential treatment to any applicant for employment on the basis of race, color, ethnicity, national origin, ancestry, religion, creed, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation.

10.4 This section shall be interpreted in a manner that is consistent with the California and United States Constitutions and applicable state and federal statutes governing workplace discrimination. The terms used in this section shall have the same meaning as defined in state statutes governing the same subject matter.

10.5 Nothing in this section shall be interpreted as prohibiting bona fide occupational qualifications consistent with applicable state and federal law and reasonably necessary to the normal operation of Contractor. Nothing in this section shall be interpreted as prohibiting regulations and policies to prevent nepotism or conflicts of interest.

10.6 Nothing in this Section shall be interpreted as prohibiting action taken to establish or maintain eligibility for any federal program, where ineligibility would result in a loss of federal funds to City.

10.7 To the fullest extent permitted by law and without limitation by the other provisions of this Contract relating to indemnification and insurance, Contractor shall also indemnify, defend and hold harmless City, and its directors, officers, employees and agents from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Contractor or any of the Contractor's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or

subcontractors of Contractor or its subcontractors, Contractor shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractors. The provisions of this Section survive completion of the services or termination of the Contract.

11.0 CONTROL OF SERVICES

Each Party shall appoint a representative who shall have the authority to represent and act for that Party ("**Representative**"). Any written or verbal directions or requests of City's Representative delivered to the Contractor's Representative shall have the same force and effect as if delivered to the Contractor. The Contractor's Representative shall have the authority to sign any change order, coordinate the work of all subcontractors and make other decisions pertaining to the Contract.

12.0 ASSIGNMENT AND SUBCONSULTING

12.1 Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

12.2 Contractor shall be fully responsible to the City for any acts and omissions of Contractor's subcontractor, including persons either directly or indirectly employed by subcontractor, in the event Contractor subcontracts any of the work to be performed under this contract. Contractor's responsibility under this paragraph shall be identical to Contractor's liability for acts and omissions of Contractor and employees of the Contractor. Nothing contained in this Contract shall create any contractual relationship between City and any subcontractor of Contractor, but Contractor shall bind every subcontractor and every subcontractor of a subcontractor by the terms of this contract applicable to Contractor's work, unless such change, omission, or addition is approved in advance in writing by the City Manager or the City Manager's designee. All subcontractors are subject to the prior written review and approval of the City Manager or the City Manager's designee.

13.0 LICENSES

If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its employees, agents, or subcontractors by federal, state or local law, Contractor warrants that such license has been obtained, is valid and in good standing, and that any required bond has been posted in accordance with all applicable laws and regulations.

14.0 FINANCIAL RECORDS

14.1 Contractor shall maintain any and all documents, ledgers, books of account, invoices, vouchers, canceled checks, or records demonstrating or relating to Contractor's performance of services pursuant to this Contract or evidencing or relating to expenditures and disbursements charged to City pursuant to this Contract. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services

provided by Contractor pursuant to this Contract. Any and all such documents or records shall be maintained for three years from the date of execution of this Contract and to the extent required by laws relating to audits of public agencies and their expenditures. It is expressly understood and agreed that the provisions of this Section will survive termination of this Contract.

14.2 Any and all records or documents required to be maintained pursuant to this Section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Contract or the primary location from which services are rendered, whichever is closer.

15.0 OWNERSHIP OF DOCUMENTS

Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of City. Contractor agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of Services and that Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of Services.

16.0 CONFIDENTIALITY

16.1 Contractor shall treat all information obtained from City in the performance of this Contract as confidential and proprietary to City. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this Contract as confidential.

16.2 Contractor agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Contractor's scope of Services. Contractor will not disclose any information prepared for City, or obtained from City or obtained as a consequence of the performance of work to any person other than City, or its own employees, agents or subcontractors who have a need for the information for the performance of Services under this Contract unless such disclosure is specifically authorized in writing by City.

16.3 Contractor's obligations under this paragraph shall survive the termination of this Contract.

17.0 CONFLICT OF INTEREST REQUIREMENT

Contractor agrees that, to the extent applicable, it shall comply with and be bound by all laws and regulations deriving from the relationship of the Contractor to the City, including the Political Reform Act (Government Codes Section 87100 et seq.) Chapters 2.32 or 2.33 of the Vista Municipal Code, the Community Redevelopment Act (Health & Safety Code 33000 et seq.) and all regulations promulgated thereunder (collectively "Conflict Laws"). As a condition precedent to the formation of this Contract, Contractor warrants and covenants that it is adequately informed

regarding the obligations and duties imposed by the Conflict Laws and that to the best of Contractor's knowledge and belief, there exists no conflict of interest (under the laws) that would disqualify the Contractor from participation in any decisions arising out of the performance of this Contract. Prior to commencement of any work in the performance of this Contract, Contractor shall comply with any applicable requirements of Chapter 2.32 of the Vista Municipal Code, including any requirement to file a financial disclosure statement with the City Clerk. Contractor further agrees that no employee, agent or subcontractor for Contractor shall perform any work for the City pursuant to this Contract which will violate the Conflict Laws.

18.0 PROHIBITION OF FINANCIAL INTEREST BY CITY OFFICIAL

Contractor warrants and covenants to City that no City Official has or will have any current or future financial interest in this Contract as of the date approved, nor shall Contractor promise, offer, or enter into any written, oral or implied Contract, to provide any financial interest or remuneration of any kind or manner to any City official with respect to this Contract. For purposes of this Section, the term "City Official" shall mean and include any elected or appointed officer of City, any employee of City, or any spouse or financial dependent of a City official or employee. A violation of this provision shall render this Contract null and void and Contractor shall be subject to restitution of all fees or money paid or earned under this Contract.

19.0 INDEMNIFICATION

Contractor shall defend, indemnify and hold City and its officers, officials, employees, and volunteers harmless against any and all liability, loss, damage, fine, penalty, expense, claim or cost (including without limitation costs and fees of litigation) of every nature (collectively, "Liability") arising out of or in connection with this Contract or its performance, including defects in design, except: (1) Liability caused by City's sole negligence or willful misconduct; or (2) for Liability caused by City's active negligence, in which case the indemnity received by City shall be reduced by the amount: (i) that City's active negligence contributed to the Liability on a comparative basis; or (ii) such other amount as may be required by law ("**Duty of Indemnification**").

20.0 INSURANCE AND BONDS

Contractor shall comply with the insurance provisions set forth in **Exhibit C**.

21.0 SERVICE OF NOTICE

21.1 Any notice, which either Party may desire to give to the other Party, must be in writing and may be given by personal delivery to the Party's Representative or by overnight courier service to the Party's address set forth in Section 1.0. Notice may also be given by mailing it by registered or certified mail, return receipt requested, to the other Party at the address set forth in Section 1.0. Any notice given by mail will be deemed given 48 hours after such notice is deposited in the United States mail, addressed as provided with postage fully prepaid.

21.2 A Party may change its address by giving notice as provided above, and the changed address shall thereafter be deemed to be the address set forth in Section 1.0.

22.0 SPECIAL PROVISIONS

This Contract is subject to, and Contractor shall comply with, the special provisions referenced in **Exhibit E**, if any.

23.0 EXHIBITS

All documents referenced as exhibits in this Contract, or referenced in an exhibit to this Contract, are incorporated herein.

24.0 APPLICABLE LAW, VENUE

This Contract shall be construed and enforced under the laws of the State of California. If any action is commenced by any Party to this Contract, such action shall be filed in a court of competent jurisdiction within the County of San Diego, California.

25.0 MODIFICATIONS

This Contract contains the entire agreement, between the Parties and supersedes all prior negotiations, discussions, obligations and rights of the Parties in respect of each other regarding the subject matter of this Contract. There is no other written or oral understanding between the Parties. No modification, amendment or alteration of this Contract shall be valid unless it is in writing and signed by all Parties.

26.0 EXECUTION

IN WITNESS WHEREOF; the Parties hereto have executed this Contract as of the Contract Date.

“City”

“Contractor”

CITY OF VISTA, a chartered municipal corporation

NAMEX, statusx

By: _____
PATRICK JOHNSON, CITY MANAGER
JUDYRITTER, MAYOR

By: _____

Name/Title

ATTEST:
KATHY VALDEZ, CITY CLERK

By: _____

By: _____

Name/Title

APPROVED AS TO FORM:
DAROLD PIEPER, CITY ATTORNEY

By: _____

RISK MANAGEMENT REVIEW:
DOLORES GASCON, RISK MANAGER

By: _____

**EXHIBIT A
REQUEST FOR PROPOSALS**

**EXHIBIT B
CONTRACTOR'S PROPOSAL**

EXHIBIT C INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, [and for x years thereafter,] 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 Contractor, his agents, representatives, employees, or subcontractors. Nothing in these provisions shall limit Contractor's Duty of Indemnification.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability ("CGL"):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products, completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Contractor shall also provide the additional coverages checked below and at least as broad as:

4. **Professional Liability**, with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

If the Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the Contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance 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 as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used), unless otherwise approved in advance by City.
2. For any claims related to this Project, the **Contractor's insurance coverage shall be primary** insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to City.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to City for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by City before work

commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

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

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

[Labor Code §§ 1720, 1771.1, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

NOT APPLICABLE TO THIS CONTRACT

EXHIBIT E
SPECIAL PROVISIONS

This Contract is subject to the following provisions, if checked:

1. State of California grant conditions, as attached.
2. Federal grant conditions, as attached.
3. Other conditions, as attached.