

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of April 10<sup>th</sup>, 2018 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and Tetra Tech ("Consultant") hereafter referred to as "Parties."

### RECITALS

A. SBCCOG desires to engage the services of Consultant as an independent contractor on behalf of the Dominguez Channel Watershed Management Group (DC WMG) to provide specified professional services as set forth in Exhibit A, to assist the DC WMG in fulfilling programmatic requirements pursuant to the DC Enhanced Watershed Management Program (EWMP).

B. The goal of this project is to provide support for the Adaptive Management process and to draft the Annual Report for the DC WMG.

C. Consultant represents that it is fully qualified to perform consulting services by virtue of its experience and the training, education, and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

#### **1. Services.**

**1.1** The nature and scope of the specific services to be performed by Consultant are as described in the Scope of Work (SOW) as detailed in Exhibit A and the costs for these services are as detailed in Exhibit B, attached hereto and incorporated herein by reference. No field work is required for either task being executed by the consultant.

**1.2** Consultant assumes full responsibility to manage and produce the project subject to oversight of the DC Project Manager. Consultant will take its directions as to performance of the project directly from the DC Project Manager. SBCCOG's services shall be limited to processing Consultant's invoices with the DC WMG's approval for payment to Consultant.

**1.3** DC WMG shall provide all relevant documentation in its possession to the Consultant upon request in order to minimize duplication of efforts. The DC WMG staff shall work with the Consultant as necessary to facilitate performance of the services. Consultant shall rely upon all DC WMG furnished data, documents, drawings or specifications as being complete and accurate unless otherwise noted. Any additional costs of Contractor resulting from any inaccuracies or inadequacies of such data shall be at DC WMG's expense and it shall reimburse Consultant for all costs related thereto.

**2. Term of Agreement.** This Agreement shall take effect April 10<sup>th</sup>, 2018 and shall continue until December 15<sup>th</sup>, 2018 unless earlier terminated pursuant to the provisions of paragraph 14 herein. The term of this Agreement may be extended by mutual agreement of all parties as may be necessary or desirable to carry out its purposes.

All work shall be completed expeditiously, excepting, however, any delays caused by Acts of God, regulatory agencies, changes requested by Client, labor strikes, lock-outs, fire, unavoidable casualties, or other causes beyond the control of the Consultant and without its fault or negligence. Should such cause for delay occur, the time for the performance or completion of said work shall be extended for a reasonable period to allow therefor.

**3. Compensation.** The total compensation for all work hereunder shall be on a Firm Fixed Price basis in accordance with the budget itemized in Exhibit B.

**4. Terms of Payment.** Invoices shall be submitted the 15<sup>th</sup> of every month on a percentage of completion basis of the deliverables as detailed in Exhibit A. The invoice should also include: an invoice number, the dates covered by the invoice, and a summary of the work performed towards the specific deliverable. Invoices shall be submitted to the DC WMG Project Manager for review, who will complete a review within one week of submittal. Upon review and approval of the invoice and expected deliverables as set forth in Exhibit B, the DC WMG Project Manager will send the approved invoice to the SBCCOG with authorization for payment. SBCCOG shall pay the invoices within forty-five (45) days of receipt only following the approval of the DC WMG Project Manager.

**5. Parties' Representatives.** Jacki Bacharach shall serve as the SBCCOG's representative for the contract administration of the project. Dawn Petschauer shall serve as the DC WMG representative for task management and approval of the project. All activities performed by the Consultant shall be coordinated with Dawn Petschauer. Chad Helmle shall be in charge of the project for the Consultant on all matters relating to this Agreement and any agreement or approval made by him shall be binding on the Consultant. This person shall not be replaced without the written consent of the SBCCOG.

**6. Addresses.**

SBCCOG:

South Bay Cities Council of Governments  
20285 S. Western Ave., Suite 100  
Torrance, CA 90501  
Attention: Jacki Bacharach, Executive Director

DC WMG:

Dominguez Channel Watershed Management Group  
1149 S. Broadway Ave., 10<sup>th</sup> Floor

Los Angeles, CA 90015  
Attention: Dawn Petschauer, DC WMG Project Manager

Tetra Tech:  
9444 Balboa Ave., Suite 215  
San Diego, CA 92123  
Attention: Chad Helmle, Project Manager

**7. Status as Independent Contractor.**

A. Consultant is, and shall at all times remain as to SBCCOG, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of SBCCOG, the DC WMG or any participating agency or otherwise act on behalf of SBCCOG, the DC WMG or any participating agency as an agent except as specifically provided in the Scope of Services. Neither SBCCOG, DC WMG nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of SBCCOG or the DC WMG.

B. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold SBCCOG and the DC WMG harmless from any failure of Consultant to comply with applicable worker's compensation laws.

**8. Standard of Performance.** Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions. Consultant provides no warranty or guarantee whatsoever, for any item or result which may be delivered under this Contract.

**9. Indemnification.** Each Party agrees to indemnify the other party, participating public agencies, their respective officers, staff consultants, agents, volunteers, employees, and attorneys against, and will hold and save them and each of them harmless from, and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization resulting solely from its negligence or misconduct in performance of this Agreement to the limits of available insurance.

**10. Insurance.** Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the SBCCOG (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance, with minimum combined single

limits coverage of \$500,000.00; and (4) worker's compensation insurance with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater. SBCCOG and participating public agencies, their respective officers, employees, attorneys, staff consultants, and volunteers shall be named as additional insureds on the policy(ies) as to comprehensive general liability, property damage, and automotive liability. The policy(ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the SBCCOG shall be excess insurance only.

A. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving SBCCOG thirty (30) day's prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement; shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the SBCCOG; and shall be placed with a current A.M. Best's rating of no less than A VII.

C. Consultant shall submit to SBCCOG (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on SBCCOG's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the SBCCOG has agreed in writing to accept.

**11. Confidentiality.** Parties agree to preserve as confidential all Confidential Information that has been or will be provided to each other.

**12. Ownership of Materials.** All materials provided by Consultant in the performance of this Agreement shall be and remain the property of SBCCOG and the DC WMG without restriction or limitation upon their use or dissemination by either party. The Consultant will retain non-exclusive perpetual rights to the use of material developed under this contract.

Ownership of intellectual property in any drawings, documents, information, samples, models, patterns, or any other tangible or intangible thing existing prior to the date of execution of the Agreement and any developments or improvements to that intellectual property and any intellectual property created or developed otherwise than in connection with the Agreement at any time remains with Consultant.

**13. Conflict of Interest.** It is understood and acknowledged that Consultant will serve as an agent of the SBCCOG and the DC WMG for the limited

purpose of implementation of this project. Consultant warrants that it has no and will not acquire any conflicts of interest that would interfere with its performance of this Agreement.

**14. Termination.** Either party may terminate this Agreement without cause upon fifteen (15) days' written notice to the other party. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services. Should the Agreement be breached in any manner, the non-breaching party may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the breaching party to remedy the violation within the stated time or within any other time period agreed to by the parties.

**15. Personnel.** Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but SBCCOG reserves the right, for good cause, to require Consultant to exclude any employee from performing services on SBCCOG's premises.

**16. Non-Discrimination and Equal Employment Opportunity.**

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of SBCCOG relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**17. Assignment.** Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of SBCCOG and the DC WMG, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

**18. Compliance with Laws.** Consultant shall comply with all applicable

laws, ordinances, codes and regulations of the federal, state, and local governments. Each party is responsible for paying its own all federal and state income taxes, including estimated taxes, and all other government taxes, assessments and fees incurred as a result of his/her performance under this Agreement and the compensation paid by or through this Agreement

**19. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by SBCCOG of any payment to Consultant constitute or be construed as a waiver by SBCCOG of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by SBCCOG shall in no way impair or prejudice any right or remedy available to SBCCOG with regard to such breach or default.

**20. Resolving Disputes.** If a dispute arises under this Agreement, prior to instituting litigation the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties. If mediation is not successful, either party may pursue all judicial remedies available to that party.

**21. Severability.** If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect provided that the principal purposes of the parties are not thereby frustrated.

**22. Notices.** Any notices required to be given under this Agreement by either party to the other may be affected by any of the following means: by electronic correspondence (email), by personal delivery in writing by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written or electronic notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Electronic notices are deemed communicated as of actual time and date of receipt. Any electronic notices must specify an automated reply function that the email was received. The email addresses for each party are as follows:

Jacki Bacharach – [jacki@southbaycities.org](mailto:jacki@southbaycities.org)  
Dawn Petschauer – [dawn.petschauer@lacity.org](mailto:dawn.petschauer@lacity.org)  
Chad Helmle – [chad.helmle@tetrattech.com](mailto:chad.helmle@tetrattech.com)

**23. Governing Law.** This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of California.

**24. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

**25. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and SBCCOG. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the DC WMG by the SBCCOG will only be valid if signed by the SBCCOG Executive Director or the Chairman of the Board and attested by the SBCCOG Secretary in conjunction with the signature of the DC WMG Project Manager.

**26. Exhibits.** All exhibits referred to in this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"SBCCOG"  
South Bay Cities Council of Governments

By: \_\_\_\_\_  
Kurt Weideman, Chair (Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
SBCCOG Secretary

"Consultant"  
Tetra Tech

By: \_\_\_\_\_  
Chad Helmle (Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Proposal for Adaptive Management Support and the Development of the Annual**  
**Report for the DC WMG**



**EXHIBIT B**  
**Dominguez Channel Enhanced Watershed Management Area**  
**GI Planning Framework and ROWD Costs**

**Table 1A. Contract Cost**

Description	Deliverable	Completion Date	Cost
<b>Adaptive Management Support</b>			
<b>Annual Report Development</b>			
<b>Total Contract Cost</b>			<b>\$369,912</b>



**AMENDMENT TO SBCCOG PROFESSIONAL SERVICES AGREEMENT**

This amendment to SBCCOG Consulting Services Agreement is made as of April 26, 2018 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and Tetra Tech, Inc. ("Consultant").

**RECITALS**

- A. SBCCOG and Consultant entered into a Professional Services Agreement as of February 15, 2017 wherein SBCCOG engaged the services of the Consultant as an independent contractor on behalf of the Dominguez Channel Watershed Management Group (DC WMG) to provide specified professional services to the DC WMG in fulfilling programmatic requirements pursuant to the DC Enhanced Watershed Management Program (EWMP).
- B. The Agreement expires on February 15, 2019. The parties desire to increase the task order funding and scope of work as detailed in Exhibit A.
- C. SBCCOG Steering Committee ratified the amendment of this agreement at its April 9, 2018 meeting.

**NOW, THEREFORE**, in consideration of the foregoing, the parties agree to amend the Agreement as follows: The Agreement is hereby amended by increasing the task order funding and scope of work, as detailed in Exhibit A. The Term of the original Agreement remains the same, unless earlier terminated pursuant to the provisions of paragraph II of the Agreement.

Except as modified above, all other provisions of the Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this agreement to be effected as of the date first written above.

"SBCCOG"

South Bay Cities Council of Governments

By: \_\_\_\_\_  
Kurt Weideman (Signature)  
SBCCOG Board Chairman

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
SBCCOG Board Secretary

"Contractor"

Tetra Tech, Inc.

By: \_\_\_\_\_  
Chad Helmle

Date: \_\_\_\_\_

**Proposal for  
DOMINGUEZ CHANNEL WMA EWMP ADAPTIVE MANAGEMENT SUPPORT**

**1.0 INTRODUCTION**

The Dominguez Channel (DC) Enhanced Watershed Management Program (EWMP) was approved by the LA Regional Water Quality Control Board on April 21, 2016. Per the conditions of specified in the EWMP approval letter and Part VI.C.8 of the MS4 Permit, the DC Watershed Management Group (WMA) must implement an adaptive management process every two years. The first iteration of adaptive management was incorporated in the recent submittal of the report of waste discharge (ROWD) for the DC WMA, which involved a preliminary evaluation of the EWMP, summarized progress and defined specific adaptation themes and suggestions for permit evolution that can be pursued to improve the EWMP (Figure 1). A more comprehensive evaluation is required for the upcoming adaptive management process (by December 15, 2018) and will improve upon the foundation presented in the ROWD by employing robust quantitative assessment techniques and identifying specific strategies and implementation activities to be completed in the upcoming adaptive management period.

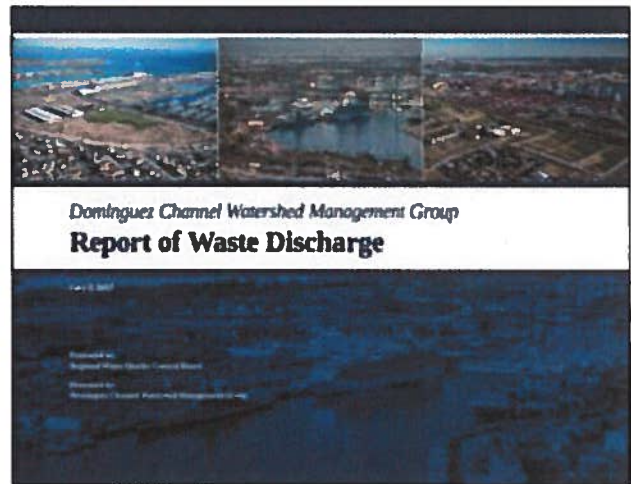


Figure 1. Tetra Tech led the development of the DC ROWD

Through Tetra Tech’s close relationships with Southern California agencies regulators, we have developed core values to strategically guide the adaptive management process. These core values ensure that EWMP improvements will benefit the DC WMA while also garnering buy-in from stakeholders (Figure 2).

**Core Values for Strategic Adaptive Management**

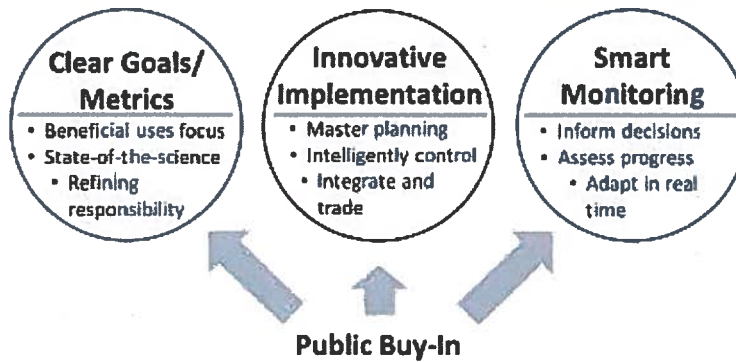


Figure 2. Core Values for Strategic Adaptive Management

## 2.0 TECHNICAL APPROACH

The following approach will satisfy the requirements of the MS4 Permit, and will put the DC WMG in an advantageous position to improve the efficiency of their EWMP and to negotiate with regulators.

Tetra Tech's approach will address each component of MS4 Permit Section V.C.8, as paraphrased below:

- **Report progress compared to EWMP projections (§V.C.8.iv):**
  - Summarize structural/non-structural control measures completed and supporting effectiveness monitoring data
  - Compare actual effectiveness to RAA projections
  - Compare control measures completed versus EWMP
  - Report status of funding and implementation for control measures proposed to be completed in the next two years
- **Assess and adapt EWMP (§V.C.8.i):**
  - Summarize progress (implementation and monitoring-based) towards WQBELS and RWLs,
  - Report achievement of interim milestones
  - Re-evaluate water quality priorities and sources
  - Incorporate new information, data, studies
  - Address recommendations from the Board and public
- **Revise EWMP for new water quality priorities, milestones, implementation strategies and schedule of activities to be completed in the upcoming adaptive management period (§V.C.8.ii)**

Satisfying these adaptive management requirements addresses any continuing exceedances of receiving water limitations. The adapted EWMP will lean heavily on the themes unique to DC outlined in the previous ROWD, including:

- Leveraging watershed wide coordination,
- Smarter water quality compliance metrics (e.g., load versus concentration; watershed-based compliance vs receiving water),
- More appropriate adaptive management timelines,
- Strategic monitoring data (e.g., BMP monitoring),
- Beneficiaries driven compliance strategies, and
- Realistic funding strategies.

### TASK 1: DATA GATHERING AND COORDINATION

Tetra Tech will coordinate with the DC WMG to gather information useful for completion of the adaptive management process, including but not limited to current and future funding strategies, recently completed structural control measures, recently implemented or modified nonstructural controls, and jurisdictional preferences relevant to adaptive management. This task will leverage the data previously collected for the ROWD and GSIP, with a focus on gathering newly available data. This task also includes up to eight monthly meetings and preparation of meeting materials.

#### Deliverables:

- **Email inventorying gathered data**
- **4 monthly progress meetings**

- 4 additional monthly progress meetings (as-needed)
- Monthly progress reports

## TASK 2: EWMP REPORTING, ASSESSMENT, AND ADAPTATION

---

This task satisfies the requirements of MS4 Permit Section V.C.8.iv (requiring reporting of progress compared to EWMP projections) and Section V.C.8.i (requiring assessment and adaptation of the EWMP). The task will be sub-divided into two main efforts summarized below.

### SUBTASK 2.1: DATA REVIEW

---

This sub-task will begin by reviewing the data received under Task 1 in the context of EWMP strategies to assess progress towards project implementation, water quality improvement, and funding (to satisfy MS4 Permit Section V.C.8.iv and partially or fully address MS4 Permit Section V.C.8.i, depending on outcomes of data review). The comparison will leverage the themes from the previous ROWD to investigate how current water quality compliance metrics and timelines may be inappropriate for evaluating interim compliance. Discussion will also highlight the coordination and high-resolution planning efforts that have been championed by the DC WMG.

A preliminary review of the new data in context of water quality conditions and water body-pollutant combinations will be performed by Tetra Tech's water quality team to evaluate the efficacy of the current RAA approach; in other watersheds, this level of review has revealed opportunities to reduce pollutant reduction burdens (and associated BMP implementation requirements). The review will also include the reevaluation of potential pollutant sources throughout the watershed to better account for loading from other parties (e.g., permitted and non-permitted industrial facilities). Finally, feedback solicited from the public and Regional Board (if the WMG elects to conduct these meetings) will be incorporated into the recommended EWMP adaptations (see Task 3).

Following the data review, Tetra Tech will evaluate what additional studies, data, or methodologies are recommended to better inform potential future updates to the RAA (to be completed under Subtask 2.2).

#### Deliverable:

- Summary Presentation of Data Review Outcomes

### OPTIONAL SUBTASK 2.2: ADAPTIVE MANAGEMENT STRATEGIES

---

Based on recommendations from Subtask 2.1, Tetra Tech will conduct additional studies or data analysis to further address the requirements of MS4 Permit Section V.C.8.i. Along with recently collected water quality monitoring data, the source assessment from Subtask 2.1 will be used to recalibrate the existing watershed models and compute revised pollutant reduction targets for the DC WMG, where applicable. Another strategy will be to assess potential alternative monitoring locations and framework to more effectively reflect compliance efforts and conditions within the watershed. Potential partnerships with private parcel owners and industrial facilities will be screened and explored to evaluate the impact on final compliance targets. The RAA will not be revised as part of this subtask, but results will be used to guide future RAA updates and project planning.

This task will conclude with a summary of progress and recommended EWMP modifications to be incorporated into the revised EWMP in Task 4. Because the process will be ongoing and collaborative with the DC WMG, the adaptive management strategies developed through this task will be summarized in a presentation for the DC WMG before being incorporated into the revised EWMP under Task 4.

#### Deliverable:

- Summary Presentation of Adaptive Management Strategies

## TASK 3: PUBLIC ENGAGEMENT

---

This task satisfies the requirements of MS4 Permit Section V.C.8.i, which requires that the EWMP be adapted based on “recommendations for modifications to the Watershed Management Program solicited throughout a public participation process.” Additionally, getting buy-in from key stakeholders (e.g., local NGOs, the community, industrial permittees, etc.) is critical for developing a smart and realistic adaptive management strategy. Early engagement can facilitate a more streamlined implementation process for evolving strategies and innovative partnerships. Tetra Tech will support the preparation of materials and facilitation of up to two public meetings and two meetings with Regional Board staff to solicit feedback on the adaptive management recommendations. Where practical, the outreach and public engagement opportunities will be coordinated with other ongoing efforts for efficiency. These meetings will be conducted and invoiced on an as-needed basis.

### Deliverables:

- **Materials and summary memo for up to 2 public meetings (as-needed)**
- **Materials and summary memo for up to 2 regional board meetings (as-needed)**

## TASK 4: SUMMARY OF ADAPTIVE MANAGEMENT

---

This task satisfies the requirements of MS4 Permit Section V.C.8.ii, which requires the EWMP to be revised on the basis of the findings in Tasks 2 and 3 above. For efficiency, adaptive management will be summarized in a supplement/errata to the existing EWMP document, and will be presented as a publication-quality document with similar style as the DC WMG’s previous ROWD. The supplement will also include recommendations regarding adaptive management of the CIMP. Note that the existing EWMP, RAA, and CIMP will not be explicitly revised; rather, they will be amended where appropriate via the recommendations in this supplemental document. The outcomes will be used to guide and inform future revisions to the RAA, EWMP, and CIMP in or before 2021 (not included in this proposal). These outcomes may include the identification of new and/or alternative implementation opportunities (e.g., resequencing of priorities to focus on specific activities, incorporation of smart controller systems) and re-evaluation of potential pollutant sources (e.g., industrial facilities).

### Deliverables:

- **Draft Summary of Adaptive Management**
- **Final Summary of Adaptive Management**

## OPTIONAL TASK 5: ANNUAL REPORT

---

Tetra Tech will apply their knowledge of the DC watershed and experience preparing CIMP Annual Reports to support the preparation of the DC WMG’s Annual Report, including compilation of individual forms and preparation of the watershed form. It is assumed that the individual forms will be mostly completed by each agency prior to compilation by Tetra Tech.

### Deliverables:

- **Draft Annual Report**
- **Final Annual Report**

## SCHEDULE AND BUDGET

---

The proposed base price to complete the scope of work is \$73,300, excluding optional and as-needed tasks. The maximum effort, including all option and as-needed tasks is 171,200. The proposal is made on a firm fixed price basis. The notice to proceed (NTP) is assumed to be February 26, 2018 – actual schedule will be adjusted upon NTP.



DC EWMP ADAPTIVE MANAGEMENT SUPPORT

Task	Task Description	Deliverable	Schedule	Proposed Budget
NTP (assumed)			2/26/2018	--
1	Data Gathering and Coordination	4 Progress Meetings and 8 Progress Reports	Bimonthly	\$7,100
		Data Inventory	March	
		4 Additional Progress Meetings (as-needed)	Bimonthly	\$6,000
2	Data Review	Summary Presentation	May	\$30,700
	Adaptive Management Strategies (Optional)	Summary Presentation	August	\$21,400
3	Public Engagement	Public Meeting (as-needed)	April	\$4,000/meeting, up to 4 meetings
		Regional Board Meeting (as-needed)	April	
		Public Meeting (as-needed)	September	
		Regional Board Meeting (as-needed)	September	
4	Summary of Adaptive Management	Draft Summary of Adaptive Management	September	\$35,500
		Final Summary of Adaptive Management	October	
5	Annual Report (Optional)	Draft Annual Report	September	\$54,500
		Final Annual Report	November	
<b>Total Base Price</b>				<b>\$73,300</b>
<b>Total Including Optional Adaptive Management Strategies (Subtask 2.2)</b>				<b>\$94,700</b>
<b>Total Including Optional Adaptive Management Strategies (Subtask 2.2) and 4 Optional Public Engagement Meetings (Task 3)</b>				<b>\$110,700</b>
<b>Total Including Optional Adaptive Management Strategies (Subtask 2.2), 4 Optional Public Engagement Meetings (Task 3), and 4 Optional Coordination Meetings (Task 1)</b>				<b>\$116,700</b>
<b>Total Including Optional Adaptive Management Strategies (Subtask 2.2), 4 Optional Public Engagement Meetings (Task 3), 4 Optional Coordination Meetings (Task 1), and Optional Annual Report</b>				<b>\$171,200</b>