

**CITY OF CHULA VISTA
CONSULTANT SERVICES AGREEMENT
WITH D-MAX ENGINEERING, INC.
TO PROVIDE MS4 OUTFALL AND TRASH MONITORING SERVICES**

This Agreement is entered into effective as of November 17, 2020 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and D-Max Engineering, Inc., a California corporation (“Consultant”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, the San Diego Regional Water Quality Control Board (RWQCB) adopted in May 2013, National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirement for Discharges From The Municipal Separate Storm Sewer Systems (MS4s) Draining the Watersheds Within the San Diego Region Order No. R9-2013-0001, NPDES No. CAS0109266, as amended; and

WHEREAS, this order was issued pursuant to section 402 of the federal Clean Water Act (CWA) and implementing regulations (Code of Federal Regulations [CFR] Title 40, Part 122 [40 CFR 122]) adopted by the United States Environmental Protection Agency (USEPA), and chapter 5.5, division 7 of the California Water Code (CWC) (commencing with section 13370); and

WHEREAS, CWA section 402(p)(3)(B), NPDES permits for storm water discharges from MS4s must include requirements to effectively prohibit non-storm water discharges into MS4s, and require controls to reduce the discharge of pollutants in storm water to the maximum extent practicable (MEP), and to require other provisions as the San Diego Water Board determines are appropriate to control such pollutants; and

WHEREAS, in order to comply with Federal and State law, the City of Chula Vista is required to perform dry weather MS4 outfall discharge monitoring (Provision D.2.b; RWQCB, 2013) to identify, prioritize, control and monitor the non-storm water and illicit discharges within its jurisdictions; and

WHEREAS, dry weather MS4 outfall discharge monitoring includes but is not limited to field screening, field monitoring, field sampling and laboratory analysis, and trash assessment monitoring at identified locations throughout City; and

WHEREAS, due to the expertise and specialized equipment necessary to perform these services, City has determined it is necessary to retain the services of Consultant in order to satisfy dry weather MS4 outfall discharge monitoring requirements; and,

WHEREAS, Consultant warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Consultant to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Consultant hereby agree as follows:

1. SERVICES

1.1 Required Services. Consultant agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Consultant, from time to time, reduce the Required Services to be performed by the Consultant under this Agreement. Upon doing so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Consultant provide additional services related to the Required Services (“Additional Services”). If so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Consultant expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Consultant or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Consultant to provide additional security for performance of its duties under this Agreement, Consultant shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Consultant shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Consultant shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Consultant shall submit for City’s information and approval a list of any and all subcontractors to be used by Consultant in the performance of the Required Services. Consultant agrees to take appropriate measures necessary to ensure that all subcontractors and

personnel utilized by the Consultant to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Consultant under this Agreement, Consultant shall ensure that each and every subcontractor carries out the Consultant's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Consultant's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Consultant in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Consultant agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Consultant must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Consultant. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Consultant for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Consultant.

2.5 Reimbursement of Costs. City may reimburse Consultant's out-of-pocket costs incurred by Consultant in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Consultant shall be responsible for any and all out-of-pocket costs incurred by Consultant in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Consultant for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Consultant, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Consultant understands and agrees that payment to the Consultant or reimbursement for any Consultant costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Consultant of the terms of

this Agreement. If City determines that Consultant is not entitled to receive any amount of compensation already paid, City will notify Consultant in writing and Consultant shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Consultant must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Consultant must include all sub-consultants/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-consultants must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City’s Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Consultant’s insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be “Primary.” Consultant’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Consultant and in no way relieves Consultant from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Consultant must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Consultant’s insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Consultant waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Consultant shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Consultant has obtained the Required Insurance in compliance with the terms of this Agreement. The words

“will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The “Retro Date” must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Consultant’s obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Consultant maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Consultant shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Consultant's obligations under this Section 4 is Consultant's obligation to defend, at Consultant's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Consultant shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Consultant's Obligations Not Limited or Modified. Consultant's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Consultant. Furthermore, Consultant's obligations under this Section 4 shall in no way limit, modify or excuse any of Consultant's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Consultant agrees to pay any and all costs City incurs in enforcing Consultant's obligations under this Section 4.

4.6 Survival. Consultant's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONSULTANT.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and consultants performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Consultant shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Consultant is required to file a Form 700, Consultant warrants and represents that it has disclosed to City any economic interests held by Consultant, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Consultant warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Consultant or Consultant's subcontractors. Consultant further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Consultant shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Consultant shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Consultant. Such notice shall identify the Default and the Agreement termination date. If Consultant notifies City of its intent to cure such Default prior

to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Consultant up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Consultant shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Consultant as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Consultant may be entitled to compensation for work satisfactorily performed prior to Consultant's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Consultant of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Consultant shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Consultant shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Consultant hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Consultant agrees that it is subject to personal jurisdiction in California. If Consultant is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Consultant irrevocably consents to service of process on Consultant by first class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively "Work Product") shall be the sole and exclusive property of City. No

such Work Product shall be subject to private use, copyrights or patent rights by Consultant in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Consultant, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Consultant shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Consultant's unique qualifications and traits. Consultant shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Consultant warrants and represents that they have the authority to execute same on behalf of Consultant and to bind Consultant to its obligations hereunder without any further action or direction from Consultant or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Consultant agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-consultants.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Consultant is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents ("Consultant Related Individuals"), except as set forth in this Agreement. No Consultant Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Consultant Related Individuals; instead, Consultant shall be solely

responsible for the payment of same and shall hold the City harmless with respect to same. Consultant shall not at any time or in any manner represent that it or any of its Consultant Related Individuals are employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

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**SIGNATURE PAGE
CONSULTANT SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Consultant agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

D-MAX ENGINEERING, INC.

CITY OF CHULA VISTA

BY: _____
JOHN QUENZER
VICE PRESIDENT |

BY: _____
MARY CASILLAS SALAS
MAYOR |

| ATTEST

BY: _____
Kerry K. Bigelow, MMC
City Clerk |

APPROVED AS TO FORM

BY: _____
Glen R. Googins
City Attorney

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Marisa Soriano
1800 Maxwell Road, Chula Vista, CA 91911
(619) 397-6134
msoriano@chulavistaca.gov

For Legal Notice Copy to:
City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Consultant Contract Administration:

D-MAX ENGINEERING, INC.
7220 Trade Street, Suite 119, San Diego, CA 92121
858-586-6600
jquenzer@dmaxinc.com

For Legal Notice Copy to:
John Quenzer
7220 Trade Street, Suite 119, San Diego, CA 92121
858-586-6600
jquenzer@dmaxinc.com

2. Required Services

A. General Description:

Consultant shall perform dry weather MS4 outfall field screening and monitoring, trash monitoring, sampling, and laboratory analysis at various storm drain outfalls throughout the City. Consultant shall perform upstream source identification investigations, sampling, and laboratory analysis as authorized by the City to identify pollutant sources. Consultant shall prepare and submit to City a comprehensive report including field observations, field and laboratory test results, upstream investigations and source identifications, trash data analysis, and recommendations.

B. Detailed Description:

- (1) Provide all personnel, equipment, and materials necessary to perform the dry weather MS4 Outfall and Trash Monitoring Services outlined below in compliance with the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirement for Discharges from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watersheds within the San Diego Region (Regional Water Quality Control Board (RWQCB) Order No. R9-2013-0001), as amended and any reissuance thereafter and regulations promulgated by the United States Environmental Protection Agency.

(2) Consultant shall maintain, confirm, and update City's jurisdictional MS4 maps as applicable during field screening (Provision D.2.a.(2)). The City has listed the known Major MS4 Outfalls (MS4 Outfalls) that discharge directly to receiving waters within its jurisdiction in Table 5. The MS4 Outfalls have been geolocated on respective Geographic Information System (GIS) jurisdictional map of the San Diego Bay WMA as required by Provision D.2.a.(1) of the MS4 Permit. The jurisdictional MS4 maps contain at a minimum the following items:

- Segments of the MS4 owned, operated, and maintained by the City
- Locations of inlets that discharge and/or collect runoff into the City's MS4
- Locations of connections with other MS4s not owned or operated by the City
- Locations of MS4 outfalls and private outfalls that discharge runoff collected from areas within the City's jurisdiction
- Segments of receiving waters within the City's jurisdiction that receive and convey runoff discharged from the City's MS4 outfalls
- Locations of the MS4 outfalls within City's jurisdiction:
 - Latitude and longitude of MS4 outfall point of discharge
 - Watershed Management Area
 - Hydrologic subarea
 - Outlet size
 - Accessibility (i.e. safety and without disturbance of critical habitat)
 - Approximate drainage area
 - Classification of whether the MS4 outfall is known to have persistent non-storm water flows, transient non-storm water flows, no non-storm water flows, or unknown non-storm water flows
 - Locations of the selected non-storm water persistent flow MS4 outfall discharge monitoring stations within City's jurisdiction.

(3) Perform annual field screening monitoring at all identified MS4 Outfall locations in Table 5 that discharge to receiving waters within the City of Chula Vista. Consultant must record all data per the attached MS4 Outfall Visual Observations Field Data Sheet (Form 1) at each MS4 outfall discharge monitoring station. Consultant shall follow the dry weather MS4 Outfall Monitoring Program sampling procedures in the San Diego Bay WQIP, Appendix K, Attachment B of Attachment A2.

- At locations where pollutant concentrations exceed Non-storm Water Action Levels (NAL's) established in Provision C.1 of the Regional MS4 Permit and after authorization by the City, upstream investigations shall be conducted to identify the source of the discharge. Upstream investigations shall be conducted within two business days of receiving dry weather field screening results that exceed NAL's.

(4) Conduct semi-annual field observations at each of the highest priority Major MS4 Outfalls with non-storm water persistent flows monitoring sites in Table 6. Consultant shall record all data per the attached MS4 Outfall Visual Observations Field Data (Form 1) for Non-Storm Water Persistent Flow MS4 Outfall Discharges and perform flow monitoring as described in San Diego Bay WQIP, Appendix K, Attachment A of Attachment A2.

- Outfall Prioritization: City of Chula Vista has identified 5 highest priority Major MS4 Outfalls with non-storm water persistent flows that will be monitored within the City jurisdiction, in accordance with MS4 Permit Provision D.2.b.(2)(b).

- The City may substitute a next-highest priority major outfall for a selected major outfall in the event that one of the following criteria becomes applicable, until no qualifying Major MS4 Outfalls remain within the City’s jurisdiction:
 - The non-storm water discharges have been effectively eliminated (i.e., no flowing, pooled, or ponded water) for three consecutive non-storm water monitoring events.
 - The source of the persistent flows has been identified as a category of non-storm water discharges that does not require an NPDES permit and does not have to be addressed as an illicit discharge because it was not identified as a source of pollutants.
 - The constituents in the persistent flow non-storm water discharge do not exceed Non-storm Water Action Levels (NALs). Refer to Attachment 5
 - The source of the persistent flows has been identified as a non-storm water discharge authorized by a separate NPDES permit.
- (5) Perform semi-annual field monitoring and collect in-situ measurements during the monitoring events at each of the selected highest priority Major MS4 Outfalls with non-storm water persistent flows monitoring sites (Table 6). Field monitoring will be documented on a field observation form, as modified from the MS4 Outfall Visual Observations Field Data Sheet. Field monitoring parameters include:
- pH
 - Temperature
 - Specific conductivity
 - Dissolved oxygen
 - Turbidity
- (6) Collect samples semi-annually during the monitoring events at each of the selected highest priority MS4 Outfalls with non-storm water persistent flows monitoring sites (Table 6) for analysis by an analytical laboratory, provided sufficient measurable flow or ponded water is present. Grab samples will be collected according to the procedures described per the MS4 Outfall Monitoring Program sampling procedures in the San Diego Bay WQIP, Appendix K, Attachment B of Attachment A2 and will follow Surface Water Ambient Monitoring Program (SWAMP) protocols. Quality assurance and quality control procedures are outlined in Attachment 4.
- Perform laboratory analysis on the collected samples from each of the selected highest priority Major MS4 Outfalls monitoring sites for analytical monitoring as detailed per San Diego Bay WQIP, Appendix K, Attachment A2. San Diego Bay WQIP Appendix K, Attachment A5 details the analytes required for MS4 outfall for persistent flow monitoring including analytical methods and detection limits. Analytes that are field measured are not required to be analyzed by a laboratory. Chemical and bacterial analysis of samples will be performed by a laboratory certified for the appropriate fields of testing by the California Environmental Laboratory Accreditation Program (ELAP). The laboratory should also be a participant of the Stormwater Monitoring Coalition’s Intercalibration Program. Quality assurance and quality control procedures for laboratory analysis are outlined per San Diego Bay WQIP, Appendix K, Attachment C of Attachment A2.
- (7) Conduct Physical Aesthetics Monitoring (Trash Assessment) at six (6) paired receiving water sites and MS4 Outfall monitoring locations identified in Table 7 using attached Trash Assessment Form (Form 2) as outlined by the San Diego Bay Water Quality Improvement Plan Appendix K – Monitoring and Assessment Plan. Monitoring approach, frequency and timing is summarized below:
- Wet Weather Monitoring, Wet Season
 - Annually inspect after wet weather event during wet season. Sample within 72 hours of a storm.

- Inspect predetermined transect of 2-25 feet (standard area) from major outfall MS4 sites.
 - Assess major outfall MS4 site when assessing receiving water.
 - Dry Weather Monitoring, Dry Season
 - Annual inspection during dry weather season (May 1 – September 30)
 - Inspect predetermined transect of 2-25 feet (standard area) from major outfall MS4 sites.
 - Assess major outfall MS4 site when assessing receiving water.
 - Dry Weather Monitoring, Wet Season
 - Annual inspection during dry periods of the wet season (October 1 – April 30), 72 hours or more after storm event
 - Perform MS4 inspections at all locations
 - Inspect predetermined transect of 2-25 feet (standard area) from major outfall MS4 sites.
 - Assess major outfall MS4 site when assessing receiving water.
- (8) Conduct Physical Aesthetics Monitoring (Trash Assessment) at MS4 Outfall monitoring sites within the focused priority areas identified in Table 8 using attached Trash Assessment Form (Form 2).
- (9) Perform source identification per MS4 Permit provision E.2.d.(2)(c). Notify the City of any discharge, which may endanger the public health or safety and/or the environment immediately and in writing within 24 hours of the time the Consultant becomes aware of said discharge.
- (10) Confined space entry is generally not required at the locations identified in Tables 5, 6, 7 and 8. However, two-person crews may be required in order to assure the safety of the field personnel. If additional upstream testing is necessary, then some confined space entry may be required. The Consultant will be required to provide all safety equipment, materials, and tools necessary to accomplish the field screening and sampling.
- (11) Perform additional sampling and chemical analysis, as authorized by the City, as may be necessary to identify pollutant sources.
- (12) Perform all sampling, handling, and testing of laboratory samples in accordance with 40 Code of Federal Regulations (CFR) Part 136. Consultant’s laboratory shall be certified to perform such analysis by the California Department of Health Services.
- (13) Provide the City with a MS4 Outfall and Trash Monitoring Assessment Report that includes but not limited to:
- Known and suspected controllable sources (e.g., facilities, areas, land uses, pollutant generating activities) of transient and persistent flows;
 - Sources of transient and persistent flows that have been reduced or eliminated;
 - Necessary modifications to monitoring locations and frequencies necessary to identify and eliminate sources of persistent flows;
 - Ranked persistently flowing outfalls according to potential threat to receiving water quality and provide updated prioritized list of outfalls;
 - Known and suspected sources that may cause or contribute to NAL exceedances;
 - Analyze data collected as part of the MS4 Permit-required dry weather outfall monitoring;
 - Identify and evaluate progress in achieving non-storm water volume and load reductions;
 - Estimated annual non-storm water volumes and loads discharged from the City’s MS4 Outfalls to receiving waters, with an estimate of the percent contribution from each known source for each MS4 outfall.

- Analysis of trash data collected as part of Physical Aesthetics Monitoring, including types of trash and potential source(s);
- Datasharing spreadsheet in CEDEN format as established by the San Diego Bay Watershed Copermittee group.

All reports shall be in a format acceptable to the RWQCB, as required in the NPDES Municipal Permit, Order No. R9-2013-0001 as amended and updated, and as required for inclusion in regional databases.

(14) Provide the City of Chula Vista with all original data, reports, records, etc., of dry weather MS4 Outfall Discharge and Trash Monitoring Services, as well as certified copies of all calibration, quality assurance, and maintenance records. Further, the consultant shall maintain copies of all records related to dry weather MS4 Outfall Discharge and Trash Monitoring Services performed under the contract for a minimum of five years from the date of sampling, measurement, report, etc. This period may be extended due to possible unresolved litigation regarding a discharge or when requested by the City of Chula Vista or the Executive Officer of the Regional Water Quality Control Board. All reports shall be in a format acceptable to the Regional Water Quality Control Board and compatible with the San Diego Copermittees' Regional Monitoring reporting standards and the San Diego Bay WQIP Monitoring and Assessment Plan. |

Deliverable	Description	Task	Completion Date
1	Dry weather MS4 outfall and trash monitoring services	Complete field screening, visual observations, field monitoring, laboratory analysis, and trash assessment at all outfall locations identified in Tables 5,6,7, and 8. Provide City with all original data, photos, reports, records etc.; certified copies of all laboratory reports.	Monitoring should occur between October 1 and June 30 of the following year Data shall be provided by July 25 of each year
2	Source identification upstream investigations	Provide City with written reports of field screening, analytical monitoring, and source identification upstream investigations performed in conjunction with Deliverable 1 activities to identify the upstream sources of pollutant detected or observed during field screening.	In conjunction with Deliverable 4
3	As-needed monitoring	If requested and authorized by City, conduct additional field screening, monitoring, and analysis on an on-call, as-needed retainer basis throughout the term of the Agreement.	Provide City with data within 10 working days of the completion of said work. Provide reports in conjunction with Deliverable 4, or as agreed upon with City
4	MS4 Outfall and Trash Monitoring Report	Provide City with two draft copies and two hard copies of report with CD	Within 30 working days

3. **Term:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin [November 17, 2020] and end on [June 30, 2022] for completion of all Required Services.

4. **Compensation:**

A. **Form of Compensation**

Time and Materials. For performance of the Required Services by Consultant as identified in Section 2.B., above, City shall pay Consultant for the productive hours of time spent by Consultant in the performance of the Required Services, at the rates or amounts as indicated below:

TABLE 1 - Compensation

TASK	ESTIMATED BUDGET AND NOT-TO-EXCEED AMOUNTS FOR EACH TASK/ PER FISCAL YEAR	
	1. Dry weather MS4 Outfall Monitoring Services and Reports (Deliverables 1 and 4)	NOT-TO-EXCEED
2. Source Identification Upstream Investigations (Deliverable 2) and As-needed Monitoring Services Throughout the Term of the Agreement (Deliverable 3)	NOT-TO-EXCEED	\$ 40,000
Maximum Total Annual Compensation for Fiscal Years 2021 and 2022, respectively	TOTAL	\$ 93,811

Not-to-Exceed Limitation on Time and Materials Arrangement

Notwithstanding the expenditure by Consultant of time and materials in excess of \$53,811 for completion of Deliverables 1 and 4, the Consultant agrees that Consultant will perform all of the Required Services for Deliverables 1 and 4, listed in Exhibit A, Tables 5, 6, 7, and 8 including materials and other “reimbursables” for no more than the not-to-exceed amount of \$53,811. Consultant agrees to perform the Required Services for Deliverables 2 and 3, which are undefined as to the quantity or number and within the sole discretion of City to initiate, up to the limits of compensation shown in the above schedule. When funds authorized for Deliverables 2 and 3 are exhausted, Consultant and City shall renegotiate the funding for Deliverables 2 and 3 before Consultant proceeds with further work.

Subject to stipulations of Exhibit A, Paragraph 5, unit rates for Fiscal Years 2023, 2024, and 2025 will increase by 2% annually. Accordingly, the Not-to Exceed Limitation on Time and Materials for Deliverables 1 and 4 will be increased to \$54,887, \$55,985, and \$57,105 for the third, fourth, and fifth years respectively, if the City exercises its option to extend the agreement in each of these years. Also, the budget for Deliverables 2 and 3 will be estimated annually.

TABLE 2 – Personnel Rate Fee Schedule

Category of Employee of Consultant	Hourly Rate (\$)
Principal	\$170
Project Manager	\$150
Senior Engineer/Scientist	\$139
Project Engineer/Scientist	\$128

Assistant Project Scientist/Engineer	\$117
Staff Scientist/Engineer II	\$104
Staff Scientist/Engineer	\$93
2-Person Field Crew	\$197
3-Person Field Crew (For Confined Space Entry Only)	\$310
Drafter/CAD Operator	\$80
Field Technician	\$75
Word Processor	\$65

TABLE 2.A – Subcontractor Personnel Rate Fee Schedule

Firm	Category of Employee of Consultant	Hourly Rate (\$)	Firm	Category of Employee of Consultant	Hourly Rate (\$)
Weston	Project Principal	200	HDR	Principal-In-Charge	295
Weston	Technical Advisor	195	HDR	Project Manager	295
Weston	Technical Director	180	HDR	Technical Manager	295
Weston	Project Manager	175	HDR	Task Manager	265
Weston	Task Leader	160	HDR	Sr. Project Engineer	240
Weston	Senior Engineer	190	HDR	Sr. Inspector	205
Weston	Engineer	155	HDR	Field Inspection	165
Weston	Associate Engineer	130	HDR	Financial Analyst	195
Weston	GIS Specialist	150	HDR	Supervising Engineer	205
Weston	GIS Analyst	110	HDR	CADD/BIM/Designer	195
Weston	Senior Scientist	145	HDR	BIM Technician	120
Weston	Scientist 4	130	HDR	Project Engineer	185
Weston	Scientist 3	120	HDR	Project Accountant	140
Weston	Scientist 2	110	HDR	Project Administrator	120
Weston	Scientist 1	100	HDR	Document Production Specialist	110
Weston	Environmental Analyst	90	HDR	Sr. Engineer	160
Weston	Senior Technician	85	HDR	EIT/Jr Engineer	140
Weston	WP/Graphics	85	HDR	Technician	120
			HDR	Intern	90
			HDR	Sr. Scientist (Lab)	230
			HDR	Scientist (Lab)	160
			HDR	Staff Scientist (Lab)	130
			HDR	Environmental QA/QC	255
			HDR	Environmental Project Manager	265
			HDR	Senior Biologist	250
			HDR	Associate Biologist	140
			HDR	Biologist	120
			HDR	Senior Environmental Planner	220
			HDR	Associate Environmental Planner	190
			HDR	Environmental Planner	160
			HDR	Senior Archaeologist	220
			HDR	Archaeologist	115
			HDR	GIS Analyst	160

B. Reimbursement of Costs

Invoiced or agreed-upon amounts as follows:

TABLE 3 – Field Screening Rate Fee Schedule

Item	Unit Cost (\$)*
Vehicle, Per Day (includes mileage)	\$90
Standard Safety Equipment, Per Day	No Charge**
Confined Space Entry Safety Equipment, Per Day	\$156***
pH, Per Test	No Charge
Temperature, Per Test	No Charge

Specific Conductivity, Per Test	No Charge
Dissolved Oxygen, Per Test	No Charge
Turbidity, Per Test	No Charge

* Field Screening tests shall be performed according to Attachment B of Attachment A2 to Exhibit K to the San Diego Bay WQIP.

** Standard safety equipment is included in the daily vehicle charge and the hourly rates listed in Table 2.

*** Confined space entry safety equipment included a tripod and harness and a multirae gas meter.

TABLE 4 – Laboratory Analysis Rate Fee Schedule

Test	Unit Cost per Test (\$)*
Total Dissolved Solids (TDS)	\$17.50
Total Suspended Solids (TSS)	\$17.50
Turbidity (typically measured in field; no lab charge if measured in field)	\$14.00
Total Hardness	\$24.50
MBAS	\$21.00
Color	\$17.50
Nutrients, Ammonia	\$21.00
Nutrients, Orthophosphate	\$17.50
Nutrients, Nitrate ¹	No Charge ²
Nutrients, Nitrite ¹	No Charge ²
Nutrients, TKN	No Charge ²
Nutrients, Total Nitrogen	\$42.00
Nutrients, Total Phosphorus	\$17.50
Metals, Cadmium (Dissolved & Total)	\$21.00
Metals, Chromium (Dissolved & Total)	\$21.00
Metals, Chromium III (Dissolved & Total)	No Charge ³
Metals, Chromium VI (Dissolved & Total)	\$49.00
Metals, Copper (Dissolved & Total)	\$21.00
Metals, Iron (Dissolved & Total)	\$21.00
Metals, Lead (Dissolved & Total)	\$21.00
Metals, Manganese (Dissolved & Total)	\$21.00
Metals, Nickel (Dissolved & Total)	\$21.00
Metals, Selenium (Dissolved & Total)	\$21.00
Metals, Silver (Dissolved & Total)	\$21.00
Metals, Zinc (Dissolved & Total)	\$21.00
Metals Prep Fee ⁴	\$14.00
Total & Fecal Coliform Bacteria ⁵	\$30.00
Enterococcus Bacteria ⁶	\$70.00
Chlorpyrifos (OP pesticide), low level detection limit ⁷	\$180.00
CEDEN format fee	\$30.00 ⁸

* Laboratory tests shall be performed according to Attachment B of Attachment A2 to Exhibit K to the San Diego Bay WQIP, and will follow Surface Water Ambient Monitoring Program (SWAMP) protocols. If additional tests not included in the above table are requested, they will be charged to the City at cost. Subject to stipulations of Paragraph 5 of Exhibit A to the Agreement, for the third, fourth, and fifth years, laboratory analytical rates will increase by 2% per year.

¹The Regional MS4 Permit allows nitrate and nitrite to be reported as nitrate+nitrite. Nitrate+nitrite is part of the standard total nitrogen test. Tests will not be done for nitrate or nitrite separately, and in turn no cost for these tests will be assessed, unless nitrate and nitrite need to be reported separately as part of a special study or source investigation.

² Results for these tests are provided when a total nitrogen test is run. Therefore, no separate costs for these tests will be assessed when a total nitrogen test is run. That is, the cost of providing values for nitrate+nitrite and TKN along with total nitrogen will be only the cost of the total nitrogen test.

³ Chromium III is not directly tested—it is calculated based on the results of the Chromium and Chromium VI tests. There is no additional charge for this test when samples are also tested for Chromium and Chromium VI.

⁴ When analyzing metals, the lab charges one metals prep fee for each sample that includes at least one metals test. When more than one metals test is requested, there is still only one metals prep fee.

⁵ This price includes the costs of a 2x dilution for total coliform and a 2x dilution for fecal coliform. Dilutions are used to achieve the desired quantification ranges for the tests.

⁶ This price includes the costs of a 1x dilution. The dilution is used to achieve the desired quantification range.

⁷ This test has been included in Table 3 since it is now required to be tested at outfalls that are tributary to the Sweetwater River. This is due to the Sweetwater River being 303(d) listed for chlorpyrifos. The low detection limit test is needed so that the detection limit and reporting limit will be below the water quality standard.

⁸ This fee is assessed per lab report, not per test. For example, if samples from three sites are submitted to the lab on one day, one CEDEN fee is assessed for the report that presents the results from all tests for those three sites.

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed from November 17, 2020 through June 30, 2021 shall not exceed \$93,811. Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed from July 1, 2021 through June 30, 2022 shall not exceed \$93,811.

5. Special Provisions:

Permitted Sub-Consultants:

1. EnviroMatrix Analytical, Inc.
2. Weston Solutions, Inc.
3. HDR, Inc.
4. ADS Environmental Services

Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for 3 additional terms, defined as a one-year increment. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to 2% for each extension. The City shall give written notice to Consultant of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document.

Other: Delivery and Acceptance of Reports to the satisfaction of the City Engineer

Table 5 – MS4 Outfall Inventory

#	Station ID*	Location Description	Conveyance	Outfall Size (in)	Approximate Jurisdictional Drainage Area (Acres)	HSA #	Latitude (NAD83)	Longitude (NAD83)
1	B-1	In canyon north of N. Rancho Del Rey Pkwy., opposite of Huerto Pl.	Outfall	42	70	909.12	32.647530	-117.031400
2	C-1	West side of Bay Blvd., south of J St., south side of channel under road, access from gate east side of Bay Blvd.	Outfall	48	13	909.12	32.621160	-117.094490
3	C-10-1	Southwest corner of 438 F St. building.	Other	48	111	909.12	32.638810	-117.085380
4	C-12	East side of Memorial Park, west of 3rd Ave., north of Park Wy., central outlet.	Outfall	48 x 60 SBC	1	909.12	32.638690	-117.079560
5	C-13	East side of Memorial Park, west of 3rd Ave., north of Park Wy., southernmost outfall.	Outfall	45	196	909.12	32.638690	-117.079560
6	C-14	South of Medrona St., west of Del Mar Ave., north end of alley, underneath metal grate.	Outfall	48	157	909.12	32.639060	-117.077220
7	C-2	East of Bay Blvd., south of J St., south side of channel.	Outfall	(2x) 72	525	909.12	32.621400	-117.093930
8	C-22	Behind 53 Shasta St., northeast side of channel.	Outfall	36	214	909.12	32.636330	-117.066760
9	C-23	Catch basin at southwest corner of Woodlawn Ave. & H St. intersection, next to Arco driveway.	Catch Basin	78	239	909.12	32.629530	-117.094030
10	C-24	In center of I St., just west of Oaklawn Ave.	Manhole	36	42	909.12	32.626460	-117.091780
11	C-25	East side of Broadway, manhole south of 405 Broadway, in alley entrance, line from north only.	Manhole	36	27	909.12	32.634000	-117.090600
12	C-27	South side of G St. 200 feet west of G St. and 5th Ave. intersection.	Manhole	48	42	909.12	32.635293	-117.087374

#	Station ID*	Location Description	Conveyance	Outfall Size (in)	Approximate Jurisdictional Drainage Area (Acres)	HSA #	Latitude (NAD83)	Longitude (NAD83)
13	C-29	100 feet west of 850 Lagoon Dr., south side of fence, south of concrete structure with three manhole covers.	Outfall	24	14	909.12	32.634832	-117.102197
14	C-3-1	300ft north of the intersection between J St. and the trolley tracks, along the east side of the tracks.	Outfall	48	44	909.12	32.623603	-117.092898
15	C-30-1	Manhole near sidewalk along Bay Blvd., access from 630 Marina Blvd.	Manhole	18	2	909.12	32.624332	-117.094789
16	C-6	Southeast corner of intersection of H St. and trolley tracks, in channel.	Outfall	54	193	909.12	32.629180	-117.095070
17	C-9	West of Broadway, opposite Vance St., behind 430 Broadway, south side of channel.	Outfall	36	22	909.12	32.633310	-117.091020
18	GA-1-1	End of cul de sac on Parkside Dr.	Manhole	36	29	909.12	32.647380	-117.041980
19	J-1	South of Main St., east of 3461 Main St., in vegetated area.	Outfall	36	45	910.20	32.592390	-117.059170
20	J-16	Along channels north of 1091 Hilltop Dr. 800 ft east from gate.	Outfall	39	356	910.20	32.618457	-117.054264
21	J-19	South side of Orange Ave., across from 272 Orange Ave.	Manhole	36	11	910.20	32.601590	-117.063130
22	J-2	Northwest of intersection of Main St. and Fresno, inside 60" DBC, east side of channel.	Outfall	36	202	910.20	32.594870	-117.066810
23	J-20	South side of Greenhaven, in front of 127 Greenhaven in sidewalk.	Manhole	(2x) 36	291	910.20	32.609950	-117.060010
24	J-22	In channel at Quintard St. Pipe coming into line from the East.	Outfall	42	134	910.20	32.604044	-117.062744
25	J-23	Behind 1091 Hilltop Dr., conveyance from north about 15 feet in receiving water pipe.	Outfall	36	68	910.20	32.617858	-117.056692

#	Station ID*	Location Description	Conveyance	Outfall Size (in)	Approximate Jurisdictional Drainage Area (Acres)	HSA #	Latitude (NAD83)	Longitude (NAD83)
26	J-24	Northwest of intersection of Main St. and Fresno, inside 60" DBC, west side of channel.	Outfall	18	1	910.20	32.594874	-117.066916
27	J-25	In channel west of 3121 Main St., on east side of channel.	Outfall	18	4	910.20	32.593173	-117.066789
28	J-26	In channel west of 3121 Main St., on west side of channel.	Outfall	24	12	910.20	32.593137	-117.066793
29	J-27-1	Manhole at the northwest corner of the Bayer Way and 4th Ave. intersection.	Manhole	30	12	910.20	32.592998	-117.063901
30	J-28	Northwest of the intersection of Britton Ave. and Reed Ct.	Outfall	36	59	910.20	32.593791	-117.055969
31	J-3	South of Orange Ave., west of 3rd Ave., in channel south of Orange Glen Apts., access from gate at 3rd Ave.	Outfall	(2x) 42	113	910.20	32.600970	-117.065900
32	J-7	West of 2nd Ave., south of Palomar St., in Park Palomar Apts, northeast end of channel, access from Quintara St.	Outfall	48	42	910.20	32.606220	-117.062660
33	LC-1	East side of Canyon Dr., about 350 ft. south of Country Vista.	Outfall	48	111	909.12	32.655100	-117.005280
34	LC-2	Across from 1579 Country Vistas Ln., in the canyon.	Outfall	48	160	909.12	32.655600	-117.004180
35	LC-3	In canyon near west end of Trailridge Dr.	Outfall	42	81	909.12	32.653730	-116.997920
36	LC-4	In canyon west of Corral Canyon Rd., 600 ft. north of E. H St.; outlet from southeast only.	Outfall	36	71	909.12	32.649680	-116.989140
37	LC-5	In canyon east of Corral Canyon Rd., 640 ft. north of E. H St.	Outfall	36	32	909.12	32.650240	-116.988160
38	LC-6	West of E. H St., east of Corral Canyon Rd., at base of slope.	Outfall	54	163	909.12	32.650156	-116.986836

#	Station ID*	Location Description	Conveyance	Outfall Size (in)	Approximate Jurisdictional Drainage Area (Acres)	HSA #	Latitude (NAD83)	Longitude (NAD83)
39	MGC-1	West of Chula Vista Municipal Golf Course, at southwest corner of Willow Street Bridge.	Outfall	120x180	6	909.12	32.659010	-117.042070
40	OLR-1	North of Bonita Rd., opposite Otay Lakes Rd., east outfall.	Outfall	36	158	909.12	32.661480	-117.031460
41	OLR-3	North of Allen School Ln., just east of intersection with Surry Dr.	Outfall	36	98	909.12	32.657390	-117.031530
42	OLR-5	Southwest corner of Otay Lakes Rd. and Avenida Del Rey intersection, south outfall in concrete bank.	Outfall	36	75	909.12	32.651740	-117.014920
43	OLR-6	Manhole adjacent to 1035 Surrey Dr.	Manhole	36	28	909.12	32.654184	-117.024801
44	ORC-1	Southwest corner of Magdalena Ave. and Rock Mountain Rd. intersection.	Outfall	36	41	910.20	32.605800	-116.974810
45	ORS-1	About 30 ft. from survey marker in canyon, north of amphitheater service road and green sewer manhole cover.	Outfall	60	109	910.20	32.590940	-117.008880
46	ORS-3	West of Heritage Rd., north of Entertainment Circle, north end of gravel parking lot, yellow manhole cover.	Manhole	84	93	910.20	32.590650	-117.006490
47	ORW-1	South of Rancho Dr., southwest corner of Shadow Pines condos, in canyon.	Outfall	36	22	910.20	32.591250	-117.037900
48	ORW-11	Southeast corner of shopping center parking lot (1870 Main Court).	Earthen Channel	120 x 240	27	910.20	32.592422	-117.032308
49	ORW-13	East of Nirvana Ave., south of Main St., east of access gate near 30 mph sign.	Outfall	36	47	910.20	32.592978	-117.007353
50	ORW-2-1	Grated inlet adjacent to 472 Tanbark St	Manhole	36	32	910.20	32.595362	-117.034112
51	ORW-3	South of Main St., behind Toyota dealership.	Outfall	48, (2x) 30	178	910.20	32.593735	-117.027090
52	ORW-4	South of Main St., east of Nirvana Ave., furthest west outfall.	Outfall	48	49	910.20	32.592970	-117.017170

#	Station ID*	Location Description	Conveyance	Outfall Size (in)	Approximate Jurisdictional Drainage Area (Acres)	HSA #	Latitude (NAD83)	Longitude (NAD83)
53	ORW-5	South of Main St., east of Nirvana Ave., about 200 ft. east of intersection (western 42" outfall).	Outfall	42	25	910.20	32.592970	-117.017030
54	ORW-6	South of Main St., east of Nirvana Ave., about 200 ft. east of intersection (furthest east outlet).	Outfall	42	18	910.20	32.592883	-117.017020
55	ORW-7	East of Nirvana Ave., south of Main St., behind fence line.	Outfall	(2x) 54	24	910.20	32.593290	-117.014154
56	ORW-9	South of 850 Energy Wy., side of Main St., behind fence line.	Outfall	(3x) 42	42	910.20	32.593560	-117.011373
57	PC-1	South of Main St., west of Melrose Dr., west of 248C Rancho Dr., west side of natural channel.	Outfall	36	17	910.20	32.591540	-117.041990
58	PC-10	South of Olympic Pkwy., about 50 ft. from curb inlet on Olympic Pkwy.	Outfall	36	29	910.20	32.611590	-117.011205
59	PC-11	South of Olympic Pkwy., north side of creek.	Outfall	36	43	910.20	32.613280	-117.008910
60	PC-12	South side of Olympic Pkwy., west of Heritage Rd., about 50 feet from curb inlet on south side of Olympic Pkwy.	Outfall	54	72	910.20	32.615419	-117.005645
61	PC-13	South side of Olympic Pkwy., west of Heritage Rd., north side of creek.	Outfall	48	60	910.20	32.616448	-117.002651
62	PC-14	South of Olympic Pkwy., west of high school, north side of creek.	Outfall	36	38	910.20	32.618800	-116.996250
63	PC-16	West of Santa Victoria, in back of the Otay Ranch High School sports fields, inside of the canyon.	Outfall	42	44	910.20	32.618060	-116.990550
64	PC-17	North of Olympic Pkwy., north side of creek, west of foot bridge, just west of Santa Venena St.	Outfall	36	20	910.20	32.623054	-116.990364

#	Station ID*	Location Description	Conveyance	Outfall Size (in)	Approximate Jurisdictional Drainage Area (Acres)	HSA #	Latitude (NAD83)	Longitude (NAD83)
65	PC-18	North of Olympic Pkwy., east of intersection with Santa Venetia St., south side of creek.	Outfall	48	27	910.20	32.623340	-116.989750
66	PC-19	Northwest corner of the Olympic Pkwy. and La Media Rd. intersection, southern outlet.	Outfall	96	259	910.20	32.625130	-116.986630
67	PC-2	East of Maple Dr., north of Main St., west side of channel, behind 1671 Maple Dr.	Outfall	(2x) 42	71	910.20	32.596110	-117.040870
68	PC-20	Northwest corner of the Olympic Pkwy. and La Media Rd. intersection, northern outlet.	Outfall	84	214	910.20	32.625170	-116.986640
69	PC-21	East side of La Media Rd., about 50 ft. north of Olympic Pkwy, under road.	Outfall	42	29	910.20	32.625400	-116.986230
70	PC-22	North of Olympic Pkwy., north side of creek, at south end of Coral View Ave.	Outfall	42	20	910.20	32.627490	-116.983130
71	PC-23	North of Olympic Pkwy., west of E. Palomar St., north side of creek.	Outfall	42	56	910.20	32.629656	-116.979976
72	PC-24	North of Olympic Pkwy., west of E. Palomar St., south side of creek (closest to culvert).	Outfall	48	64	910.20	32.629602	-116.979926
73	PC-25	North of Olympic Pkwy., west of E. Palomar St., just west of Site PC-24.	Outfall	60	36	910.20	32.629556	-116.979968
74	PC-28	North of Olympic Pkwy., west of 125 freeway offramp, north side of creek.	Outfall	(2x) 72	46	910.20	32.632650	-116.973538
75	PC-29	North of Olympic Pkwy., west of 125 freeway offramp.	Outfall	72 SBC	486	910.20	32.632594	-116.973207
76	PC-30	North of Olympic Pkwy., across from Otay Ranch High School west parking lot entrance, north side of channel.	Outfall	36	24	910.20	32.621420	-116.993420

#	Station ID*	Location Description	Conveyance	Outfall Size (in)	Approximate Jurisdictional Drainage Area (Acres)	HSA #	Latitude (NAD83)	Longitude (NAD83)
77	PC-33-1	Manhole in street in front of 689 Rivera St., west of Brandywine.	Manhole	54	53	910.20	32.608650	-117.028690
78	PC-34	South of Olympic Pkwy., about 50 ft. east of Brandywine, north side of creek.	Outfall	48	50	910.20	32.608160	-117.027280
79	PC-35	Outfall inside of receiving water (large corrugated pipe), about 10 feet high, north side of pipe.	Manhole	36	32	910.20	32.599864	-117.037959
80	PC-36	South side of Olympic Pkwy., north side of creek, south of Taber Dr. cul-de-sac.	Outfall	36	11	910.20	32.610478	-117.013617
81	PC-37	South side of Olympic Pkwy., west of Heritage Rd., north side of creek.	Outfall	36	8	910.20	32.614219	-117.007475
82	PC-38	South side of Olympic Pkwy., west of Heritage Rd., approx. 400 feet from intersection.	Outfall	36	6	910.20	32.616297	-117.003447
83	PC-5	West of Oleander Ave., behind 1544 Oleander Ave., access from gate at 1518 Oleander Ave.	Outfall	36	36	910.20	32.602725	-117.034247
84	PC-7	South of Olympic Pkwy., about 20 ft. from sidewalk, about 100 ft. east of light post, north side of creek.	Outfall	48	51	910.20	32.608850	-117.020245
85	PC-8	South side of Olympic Pkwy., 3400 ft. east of Brandywine Ave.	Outfall	36	14	910.20	32.609350	-117.016960
86	PC-9	South side of Olympic Pkwy., about 50 ft. south from curb inlet.	Outfall	48	43	910.20	32.609971	-117.015216
87	PR-5	West of Oleander Ave., 220 feet south of E. Palomar St. intersection.	Outfall	72	328	910.20	32.614000	-117.033970
88	PR-6	Manhole in street in front of 349 Spruce St.	Manhole	54	32	910.20	32.611770	-117.039790
89	PR-7	North side of Main St., east side of 3802 Main St. parking lot, west side of channel.	Outfall	30	23	910.20	32.594917	-117.049483

#	Station ID*	Location Description	Conveyance	Outfall Size (in)	Approximate Jurisdictional Drainage Area (Acres)	HSA #	Latitude (NAD83)	Longitude (NAD83)
90	PR-8	East of Loma Lane, north of E. Orange Ave., west side of channel.	Outfall	36	26	910.20	32.600301	-117.048283
91	RC-10-1	Southeast corner of S. Rancho Del Rey Blvd. and Buena Vista Wy., in landscaping.	Manhole	42	42	909.12	32.643450	-117.010530
92	RC-11-1	In middle of S. Rancho Del Rey Blvd., near entrance to Discovery Park.	Manhole	36	55	909.12	32.644230	-117.010800
93	RC-12	Manhole in eastern portion of Discovery Park parking lot, adjacent to the baseball field bathrooms.	Manhole	42	28	909.12	32.643510	-117.006890
94	RC-4-3	At the end of the easement between 586 and 590 Paseo Burga.	Manhole	42	59	909.12	32.645271	-117.025056
95	RC-5-1	North side of trail, west of Rancho Del Rey Pkwy., about 1600 ft. from parking lot.	Manhole	36	38	909.12	32.644714	-117.017113
96	RC-9	South of Rancho Del Rey, west of Del Rey, manhole in middle of dirt trail.	Manhole	48	41	909.12	32.641720	-117.033400
97	RH-1	Northeast corner of Proctor Valley Rd. and Agua Vista Dr. intersection (smaller outfall).	Outfall	48	73	910.32	32.660180	-116.941330
98	RH-2	Northeast corner of Proctor Valley Rd. and Agua Vista Dr. intersection (larger outfall).	Outfall	84	166	910.32	32.660180	-116.941330
99	RH-4	North of Babbling Brook Rd., east of Coastal Hill Dr., down access road.	Outfall	42	9	910.32	32.667958	-116.943589
100	RH-5	Manhole in center of Coastal Hills Dr., outlet from west.	Manhole	54	150	910.32	32.672197	-116.942793
101	SC-1	South of Hunte Pkwy. and Eastlake Pkwy. intersection, at bottom of slope.	Outfall	54	12	910.20	32.612570	-116.959380

#	Station ID*	Location Description	Conveyance	Outfall Size (in)	Approximate Jurisdictional Drainage Area (Acres)	HSA #	Latitude (NAD83)	Longitude (NAD83)
102	SC-10	West of Old Janal Ranch Rd., across from 1389 Old Janal Ranch Rd., at bottom of slope.	Outfall	48	75	910.20	32.637650	-116.944150
103	SC-11	East of South Creekside Dr., behind 1343 South Creekside Dr.	Outfall	60	89	910.20	32.637920	-116.945530
104	SC-12	Across from 1330 N.Creekside Dr., east of park near the pond.	Outfall	42	80	910.20	32.639320	-116.945070
105	SC-13	West of Old Janal Ranch Rd., south of Rambling Vista Rd., east of Salt Creek.	Manhole	36	34	910.20	32.639160	-116.944300
106	SC-14	West of Old Janal Ranch Rd., across from 1293 Old Janal Ranch Rd., west of park, south of the wood bridge.	Outfall	60	23	910.20	32.641320	-116.945200
107	SC-15	South of Otay Lakes Rd., northwest of 2710 Otay Lakes Rd., at bottom of slope.	Outfall	36	53	910.20	32.644770	-116.946060
108	SC-16-2	In landscaped area between otay lakes rd. and sidewalk. Site is ~20ft east of where the conveyance line notes the location.	Manhole	54	80	910.20	32.645526	-116.947349
109	SC-17	West of Hawthorne Creek Dr. and Joshua Creek Dr. intersection.	Outfall	60	171	910.20	32.648155	-116.947275
110	SC-18	East of Hunte Pkwy., south of Store Gate St., west side of creek.	Outfall	42	52	910.20	32.651028	-116.948977
111	SC-19	Southwest corner of Stone Gate St. and Hawthorne Creek Dr. intersection.	Outfall	42	80	910.20	32.651990	-116.948900
112	SC-2	Hunte Pkwy. opposite Exploration Falls Dr., at bottom of slope.	Outfall	96	351	910.20	32.618550	-116.951020
113	SC-20	East of Hunte Pkwy., about 500 ft. south of Yosemite Dr.	Outfall	36	5	910.20	32.654970	-116.951260

#	Station ID*	Location Description	Conveyance	Outfall Size (in)	Approximate Jurisdictional Drainage Area (Acres)	HSA #	Latitude (NAD83)	Longitude (NAD83)
114	SC-21	East side of Hunte Parkway, 150 feet South of Yosemite Dr and 50 feet East of Hunte Parkway.	Outfall	36	22	910.20	32.655854	-116.951964
115	SC-22	East of Hunte Pkwy., about 500 ft. south of River Rock Rd., east side of Salt Creek.	Outfall	42	77	910.20	32.657450	-116.952390
116	SC-23	North side of Proctor Valley Rd., about 300 ft. east of Hunte Pkwy., next to west end of concrete ditch.	Outfall	36	31	910.20	32.661750	-116.954380
117	SC-24	South side of Duncan Ranch Rd., east of Hunte Pkwy., fenced area south side of concrete ramp.	Outfall	48	89	910.20	32.665020	-116.955080
118	SC-25	West side of walking path 150 feet north of trail split, access from community center (840 Duncan Ranch Rd.).	Outfall	36	13	910.20	32.659217	-116.952806
119	SC-3	Hunte Pkwy. opposite Hidden Path Dr., in basin at bottom of slope.	Outfall	84	175	910.20	32.623710	-116.946310
120	SC-4-1	Inside in Chula Vista Elite Athlete Training Center, catch basin at east side of access road.	Catch Basin	48	82	910.20	32.624194	-116.938972
121	SC-5-1	Inside Chula Vista Elite Athlete Training Center, catch basin on north side of walking path, next to field.	Catch basin	42	1	910.20	32.626942	-116.940238
122	SC-5-2	Inside Chula Vista Elite Athlete Training Center, catch basin on north side of walking path in vegetation.	Catch basin	36	37	910.20	32.626399	-116.939313
123	SC-6	South of Olympic Pkwy., east of Hunte Pkwy., west outlet to creek.	Outfall	42	63	910.20	32.633038	-116.944626
124	SC-7	South of Olympic Pkwy., east of Hunte Pkwy., eastern outlet to creek.	Outfall	48	193	910.20	32.633039	-116.944578

#	Station ID*	Location Description	Conveyance	Outfall Size (in)	Approximate Jurisdictional Drainage Area (Acres)	HSA #	Latitude (NAD83)	Longitude (NAD83)
125	SC-8	East of S. Creekside Dr., across from Silver Springs Dr., access from gated road off of Olympic Pkwy.	Outfall	72	235	910.20	32.634960	-116.945210
126	SC-9	West of Lost Creek Rd. cul-de-sac, at base of slope, west of trail.	Outfall	78	23	910.20	32.635220	-116.943280
127	SR-1	East of trolley tracks, north of Site SR-2, about 300 ft. north of E St.	Outfall	36	37	909.12	32.641360	-117.099800
128	SR-10	Manhole in west side of 5th St., south of Brisbane, between two curb inlets.	Manhole	42	2	909.12	32.651220	-117.092830
129	SR-12-1	50ft south of the eastbound onramp for the 54 coming from N Highland Ave.		18	6	909.12	32.653853	-117.089026
130	SR-2	Manhole on north side of E St., south of 765 E St., east of trolley tracks.	Manhole	18x54	65	909.12	32.639773	-117.099270
131	SR-3-1	First manhole upstream of outfall in landscaping, labeled "City of San Diego sewer".	Manhole	48	118	909.12	32.648753	-117.096226
132	SR-6	Southwest corner of 4th Ave. and C St., in channel.	Outfall	(2x) 31x45	98	909.12	32.650360	-117.088190
133	SR-7	South of 3rd Ave. and N. Glover Ave., in back of CVS Pharmacy.	Outfall	48	82	909.12	32.649950	-117.086560
134	SR-9	North end of Las Flores Dr., next to 3 Las Flores Dr.	Outfall	48	114	909.12	32.653150	-117.078370
135	SS-1	West of Country Vistas Ln. cul-de-sac, westernmost brow ditch.	Manhole	36	66	909.12	32.661920	-117.011140
136	SS-10-1	Second upstream manhole from SS-10, first upstream junction point.	Manhole	42	51	909.12	32.671210	-116.975600
137	SS-11	East of the end of Janel Way, culvert that outlets from detention basin at base of slope, west of SR-125 freeway.	Outfall	54	88	909.12	32.676945	-116.988597

#	Station ID*	Location Description	Conveyance	Outfall Size (in)	Approximate Jurisdictional Drainage Area (Acres)	HSA #	Latitude (NAD83)	Longitude (NAD83)
138	SS-12	West side of Proctor Valley Rd., south of San Miguel Ranch Rd., outfall west of detention basin.	Outfall	(2x) 30	154	909.12	32.671355	-116.997001
139	SS-13-1	At west end of Mountain Ridge Road.	Manhole	48	68	909.12	32.663496	-116.976759
140	SS-14	North of Proctor Valley Rd., at the end of Camino La Puerta.	Outfall	54	159	909.12	32.662926	-116.967483
141	SS-2	Left lane of northbound lane in H St., conveyance from north.	Outfall	48	56	909.12	32.659046	-116.977252
142	SS-3-1	In sidewalk on northwest side of H St.	Manhole	42	74	909.12	32.659074	-116.977562
143	SS-5	South of Proctor Valley Rd., west of Rolling Ridge Rd., south of landscape maintenance yard.	Outfall	66	189	909.12	32.664420	-116.979770
144	SV-10-1	Manhole on north side of E. H St.; east of Terra Nova Dr.	Manhole	42	23	909.12	32.638704	-117.042091
145	SV-1-2	Manhole on the south side of E Flower St. between addresses 50 and 60 E Flower St.	Manhole	42	45	909.12	32.649566	-117.067452
146	SV-2-2	North west corner of Bonita Rd and Bonita Glen Dr.	Manhole	24	4	909.12	32.648060	-117.064500
147	SV-2-3	Grated catch basin in southwest corner of Bonita Rd and Bonita Glen Dr.	Other	31	56	909.12	32.647814	-117.064277
148	SV-2-7	100yrds south west of the intersection of Bonita Glen Dr and Bonita Rd. Immediately adjacent to old site SV-2-4.	Manhole	24x48	8	909.12	32.647829	-117.064779
149	SV-3	North of 596 H St. in sidewalk, south side of H St.	Manhole	42	53	909.12	32.638125	-117.038584
150	SV-4-1	Manhole in front of 1007 Cordova Dr.	Manhole	48	33	909.12	32.632190	-117.015512
151	SV-5	In canyon west of Paseo Ranchero, northernmost pipe.	Outfall	36	84	909.12	32.633406	-117.011539
152	SV-7-1	On north side of Plaza Ct. near Home Depot driveway to loading docks.	Manhole	18	8	909.12	32.637665	-117.030791

#	Station ID*	Location Description	Conveyance	Outfall Size (in)	Approximate Jurisdictional Drainage Area (Acres)	HSA #	Latitude (NAD83)	Longitude (NAD83)
153	SV-8	North side of E. H St., manhole in sidewalk, outlet from south only.	Manhole	57	163	909.12	32.636750	-117.032134
154	SV-9-1	Manhole at SW corner of intersection of E. H St. and Paseo Del Rey.	Outfall	42	3	909.12	32.635876	-117.029429
155	SW-1	West side of Bay Blvd., across from 1075 complex.	Outfall	(2x)42	79	910.20	32.608110	-117.092310
156	SW-10	300 feet south of Faivre St. cul-de-sac, near end of paved area.	Outfall	18	6	909.12	32.592131	-117.081850
157	SW-2-1	At the intersection of Main St and the northbound onramp for I-5.	Manhole	33	46	910.20	32.595080	-117.087200
158	SW-3	West of Industrial Blvd., 200 ft. north of Dorothy St.	Outfall	64	241	910.20	32.600940	-117.084640
159	SW-4	East of Hollister St. and trolley tracks, north of Hanson Aggregates truck exit, access from footbridge at Hanson Aggregates.	Outfall	36	29	910.20	32.590430	-117.083680
160	SW-5	North side of Otay River, behind 2383 Faivre Rd.	Outfall	60	80	910.20	32.591100	-117.079740
161	SW-6	East side of Beyer Blvd., 400 ft. south of Hanson Aggregates entrance, south of Main St.	Outfall	60	116	910.20	32.591240	-117.073150
162	SW-7	West of 1011 Bay Blvd., west side of bike lane, east of railroad tracks.	Outfall	(2x) 24	28	910.20	32.610991	-117.092186
163	SW-8	West of 1045 Bay Blvd., west of bike lane, east of railroad tracks.	Outfall	12	4	910.20	32.609423	-117.092254
164	SW-9	West of 1101 Bay Blvd., west side of bike lane, east of railroad tracks.	Outfall	24	9	910.20	32.606965	-117.092363
165	TC-11	North side of Telegraph Canyon Rd. (about 30 ft. from curb inlet on road), east of Paseo Ladera.	Outfall	(2x) 48	47	909.11	32.623969	-117.014809

#	Station ID*	Location Description	Conveyance	Outfall Size (in)	Approximate Jurisdictional Drainage Area (Acres)	HSA #	Latitude (NAD83)	Longitude (NAD83)
166	TC-12	North of Telegraph Canyon Rd., about 40 ft. from road, south side of creek.	Outfall	(2x) 48	36	909.11	32.624089	-117.014094
167	TC-13	North side of Telegraph Canyon Rd., about 40 ft. from road, south side of creek.	Outfall	36	37	909.11	32.624741	-117.011157
168	TC-14	North of Telegraph Canyon Rd., west of Heritage Rd., south side of creek.	Outfall	60	107	909.11	32.625835	-117.008504
169	TC-16	South side of Telegraph Canyon Rd., about 200 ft. west of Buena Vista Wy., north side of channel.	Outfall	42	4	909.11	32.628680	-117.002760
170	TC-17	South side of Telegraph Canyon Rd., about 40 ft. from curb inlet on road, east of Buena Vista Wy.	Outfall	(2x)36	51	909.11	32.629888	-117.001193
171	TC-18	South side of Telegraph Canyon Rd., about 200 ft. E. of Buena Vista Wy., just east of "Eastlake Design District" sign, west of rock pathway, north side of channel.	Outfall	48	30	909.11	32.630610	-117.000233
172	TC-19	South side of Telegraph Canyon Rd., about 100 ft. east of Buena Vista Wy., west of "Design District" sign, south side of channel.	Outfall	48	81	909.11	32.629910	-117.000690
173	TC-20	About 100 feet north of the north end of Santa Madera Ave. cul-de-sac, south side of channel, access from dirt trail.	Outfall	60	156	909.11	32.632770	-116.996340
174	TC-21	South of Otay Lakes Rd., east of La Media Rd. (western outlet).	Outfall	42	43	909.11	32.638438	-116.989749
175	TC-22	South of Otay Lakes Rd., east of La Media Rd. (eastern outlet).	Outfall	54	77	909.11	32.638441	-116.989727
176	TC-23	South of Otay Lakes Rd., east of La Media Rd., next to foot trail.	Outfall	48	59	909.11	32.638592	-116.988815

#	Station ID*	Location Description	Conveyance	Outfall Size (in)	Approximate Jurisdictional Drainage Area (Acres)	HSA #	Latitude (NAD83)	Longitude (NAD83)
177	TC-25	South side of Telegraph Canyon Rd., about 100 ft. west of Rutgers Ave., north side of channel.	Outfall	42	70	909.11	32.641130	-116.984050
178	TC-26	South of Otay Lakes Rd., about 20 ft. north of foot trail.	Outfall	60	135	909.11	32.641190	-116.981722
179	TC-27	North side of Telegraph Canyon Rd., about 200 ft. east of the entrance to Otay Lake Lodge Mobile Home Park, south side of channel.	Outfall	36	7	909.11	32.642160	-116.979870
180	TC-28	North side of Otay Lake Rd., midway between Saint Claire Dr. and entrance to Otay Lakes Lodge Mobile Home Park.	Outfall	36	2	909.11	32.642530	-116.978540
181	TC-29	Northwest corner of Saint Claire Dr. and Otay Lakes Rd.	Outfall	48	70	909.11	32.643780	-116.976320
182	TC-30	Under St. Claire Dr. in channel, north side of channel.	Outfall	42	114	909.11	32.644029	-116.976066
183	TC-31	North side of Otay Lakes Rd., south side of channel across from 2060 Otay Lakes Rd.	Outfall	(2x) 36	19	909.11	32.645010	-116.973820
184	TC-36	East side of Paseo Ladera, about 500 ft. north of Telegraph Canyon Rd.	Manhole	36	88	909.11	32.624870	-117.020320
185	TC-38	Moss St. and trolley tracks intersection, catch basin inside 694 Moss St.	Other	(2x)60	559	909.11	32.612830	-117.088400
186	TC-40-1	The outlet structures of the detention basin located in the southwest corner of the Eastlake Village Marketplace	Other	(2x) 96	653	909.11	32.647426	-116.969919
187	TC-41	In turn lane on Broadway, north of Moss St.	Manhole	66	847	909.11	32.614508	-117.083050
188	TC-42	In landscaping median in front of 970 Broadway.	Manhole	48	22	909.11	32.614842	-117.083182

#	Station ID*	Location Description	Conveyance	Outfall Size (in)	Approximate Jurisdictional Drainage Area (Acres)	HSA #	Latitude (NAD83)	Longitude (NAD83)
189	TC-43	South of Telegraph Canyon Rd., north side of channel.	Outfall	36	41	909.11	32.639791	-116.987248
190	TC-44	North side of Telegraph Canyon Rd., south side of channel.	Outfall	36	4	909.11	32.626875	-117.005944
191	TC-45	South of Otay Lakes Rd., north side of channel.	Outfall	36	67	909.11	32.635923	-116.993103
192	TC-5	About 500 feet east of Paseo Del Rey and Telegraph Canyon Rd., intersection at south side of channel.	Outfall	36	30	909.11	32.626920	-117.032890
193	TC-6	Northwest of Paseo Del Rey and Telegraph Canyon Rd. intersection, north side of channel, under the bridge.	Outfall	36	116	909.11	32.627680	-117.034230
194	TC-7	About 500 feet west of Medical Center Dr. and Telegraph Canyon Rd. intersection, north side of channel.	Outfall	36	73	909.11	32.626090	-117.028420
195	TC-8	Northwest corner of Paseo Ladera and Telegraph Canyon Rd., south side of channel.	Outfall	(2x) 42	36	909.11	32.623630	-117.020860
196	WC-6	West of La Media Rd., across from detention basin.	Outfall	84	110	910.20	32.611954	-116.984433

Table 6 – Major MS4 Outfalls for Non-Storm Water Persistent Flow Monitoring

Site	Location Description	HSA	Latitude	Longitude
PC-13	South side of Olympic Pkwy., west of Heritage Rd., north side of creek.	910.20	32.616448	-117.002651
SS-3-1	In sidewalk on northwest side of H St.	909.12	32.659074	-116.977562
SS-5	South of Proctor Valley Rd., west of Rolling Ridge Rd., south of landscape maintenance yard.	909.12	32.664420	-116.979770
SS-10-1	Second upstream manhole from SS-10, first upstream junction point.	909.12	32.671210	-116.975600
SS-11	East of the end of Janel Way, culvert that outlets from detention basin at base of slope, west of SR-125 freeway.	909.12	32.676945	-116.988597

Table 7 – Physical Aesthetics Paired Receiving Water and MS4 Outfall Monitoring Sites in Focused Priority Area

Site	Location Description	HSA	Latitude	Longitude
C-1	West side of Bay Blvd., south of J St., south side of channel under road, access from gate east side of Bay Blvd.	909.12	32.621160	-117.094490
C-22	Behind 53 Shasta St., northeast side of channel.	909.12	32.636330	-117.066760
J-16	Along channels north of 1091 Hilltop Dr. 800 ft east from gate.	910.20	32.618457	-117.054264
ORW-1	South of Rancho Dr., southwest corner of Shadow Pines condos, in canyon.	910.20	32.591250	-117.037900
SR-4	East of Hollister St. and trolley tracks, north of Hanson Aggregates truck exit, access from footbridge at Hanson Aggregates.	910.20	32.65311	-117.094300
SW-4	West side of Bay Blvd., south of J St., south side of channel under road, access from gate east side of Bay Blvd.	910.20	32.590430	-117.083680

Table 8 – MS4 Outfall Stations in Focused Priority Area

Site ID	Hydrologic Subarea	Latitude	Longitude	Site ID	Hydrologic Subarea	Latitude	Longitude
C-1	909.12	32.62116	-117.09449				
C-10-1	909.12	32.63881	-117.08538	PC-2	910.20	32.59611	-117.04087
C-12	909.12	32.63869	-117.07956	PC-35	910.20	32.60028	-117.03806
C-13	909.12	32.63869	-117.07956	PR-6	910.20	32.61177	-117.03979
C-14	909.12	32.63906	-117.07722	PR-7	910.20	32.59492	-117.04948
C-2	909.12	32.62139	-117.09394	PR-8	910.20	32.6003	-117.04828
C-22	909.12	32.63633	-117.06676	SR-1	909.12	32.64136	-117.0998
C-23	909.12	32.62953	-117.09403	SR-10	909.12	32.65122	-117.09283
C-24	909.12	32.62646	-117.09178	SR-12	909.12	32.65602	-117.08778
C-25	909.12	32.634	-117.0906	SR-2	909.12	32.63984	-117.09928
C-27	909.12	32.63529	-117.08737	SR-3-1	909.12	32.64875	-117.09623
C-29	909.12	32.634832	-117.10219	SR-4	909.12	32.65311	-117.0943
C-3	909.12	32.62325	-117.09426	SR-6	909.12	32.65036	-117.08819
C-30-1	909.12	32.62433	-117.09479	SR-7	909.12	32.64995	-117.08656
C-6	909.12	32.62918	-117.09507	SR-9	909.12	32.65315	-117.07837
C-9	909.12	32.63331	-117.09102	SV-1-1	909.12	32.65008	-117.06695
J-1	910.20	32.59239	-117.05917	SV-2-2	909.12	32.64806	-117.0645
J-16	910.20	32.61846	-117.05426	SV-2-3	909.12	32.64783	-117.06424
J-19	910.20	32.60159	-117.06313	SV-2-7	909.12	32.64785	-117.06477
J-2	910.20	32.59487	-117.06681	SW-1	910.20	32.60811	-117.09231
J-20	910.20	32.60995	-117.06001	SW-10	910.20	32.59213	-117.08185
J-22	910.20	32.60404	-117.06274	SW-2	910.20	32.5947	-117.0891
J-23	910.20	32.61786	-117.05669	SW-3	910.20	32.60094	-117.08464
J-24	910.20	32.59487	-117.06692	SW-4	910.20	32.59043	-117.08368
J-25	910.20	32.59317	-117.06679	SW-5	910.20	32.5911	-117.07974
J-26	910.20	32.89314	-117.06679	SW-6	910.20	32.59124	-117.07315
J-27-1	910.20	32.593	-117.0639	SW-7	910.20	32.61099	-117.09219
J-28	910.20	32.59379	-117.05597	SW-8	910.20	32.60942	-117.09225
J-3	910.20	32.60097	-117.0659	SW-9	910.20	32.60697	-117.09236
J-7	910.20	32.60622	-117.06266	TC-38	909.11	32.61283	-117.0884
ORW-1	910.20	32.59125	-117.0379	TC-41	909.11	32.61451	-117.08305
PC-1	910.20	32.59154	-117.04199	TC-42	909.11	32.61484	-117.08318



Trash Assessment Form

SITE ID: _____ **DATE:** _____

HU/HA: _____ **LAT/LONG:** _____

TIME: _____ **OBSERVERS:** _____

1. SITE CHARACTERISTICS

AMOUNT OF RAINFALL WITHIN PAST 72 HOURS		<input type="checkbox"/> > 0.2" (Wet Weather)	<input type="checkbox"/> < 0.2" (Dry Weather)		
SURROUNDING DRAINAGE LAND USES					
Primary:	<input type="checkbox"/> High Density Residential	<input type="checkbox"/> Commercial	<input type="checkbox"/> Open		
	<input type="checkbox"/> Low Density Residential	<input type="checkbox"/> Industrial	<input type="checkbox"/> Mixed Urban		
	<input type="checkbox"/> Public Transportation Stations	<input type="checkbox"/> Major Road/Freeway	<input type="checkbox"/> Park		
Secondary:	<input type="checkbox"/> High Density Residential	<input type="checkbox"/> Commercial	<input type="checkbox"/> Open		
	<input type="checkbox"/> Low Density Residential	<input type="checkbox"/> Industrial	<input type="checkbox"/> Mixed Urban		
	<input type="checkbox"/> Public Transportation Stations	<input type="checkbox"/> Major Road/Freeway	<input type="checkbox"/> Park		
AREA OF TRASH FOR RECEIVING WATER ASSESSMENT L x W (FT):					
AREA OF TRASH FOR OUTFALL ASSESSMENT L x W (FT):					
RECEIVING WATER TYPE: <input type="checkbox"/> Coastal/Bay <input type="checkbox"/> River/Stream					
RECEIVING WATER HABITAT TYPE:	<input type="checkbox"/> Marsh	<input type="checkbox"/> Mudflat	<input type="checkbox"/> Rip-Rap	<input type="checkbox"/> Sandy	<input type="checkbox"/> Riparian
HOMELESS ENCAMPMENT NEAR ASSESSMENT AREA: <input type="checkbox"/> Yes <input type="checkbox"/> No Distance from area: _____ Feet					
PUBLIC TRANSPORTATION STATIONS NEAR ASSESSMENT AREA: <input type="checkbox"/> Yes <input type="checkbox"/> No Distance from area: _____ Feet					
TRASH PRESENT* <input type="checkbox"/> Yes <input type="checkbox"/> No					

* If trash present, complete sections 2 and 3.

2. AMOUNT AND EXTENT OF TRASH

	MS4 Outfall	RW	Description of Ratings
Optimal			On first glance, no trash visible. Little or no trash (<10 pieces) evident when evaluated area is closely examined for litter and debris.
Suboptimal			On first glance, little or no trash visible. After close inspection small levels of trash (~10-50 pieces) evident in evaluated area.
Marginal			Trash is evident in low to medium levels (~51-100 pieces) on first glance. Evaluated area contains litter and debris. Evidence of site being used by people: scattered cans, bottles, food wrappers, blankets, or clothing present.
Submarginal			Trash distracts the eye on first glance. Evaluated area contains substantial levels of litter and debris (>100- 400) . Evidence of site being used frequently by people: many cans, bottles, food wrappers, blankets, or clothing present.
Poor			Site is significantly impacted by trash. Evidence of trash accumulation behind a constriction point or evidence of excessive dumping. Evaluated area contains substantial levels of litter and debris (>400 pieces).



3A. ROUTE AND SOURCE (MS4 OUTFALL)

TYPE	Ranking by Volume*	Percentage of Total**	POTENTIAL ROUTE (CHECK UP TO 2)					POTENTIAL SOURCE (CHECK UP TO 2)						
			Dumping	Littering	Upstream	Tidal	Unable to determine	Household	Construction	Commercial	Industrial	School	Transient	Unable to determine
Automotive														
Biohazard Waste														
Cigarette Butts														
Construction														
E-Waste														
Fabric/Clothing														
Food Waste (Organics)														
General Packaging														
Household														
Other														
Shopping Carts														
Single Use Plastic Bags														
Toxic Chemicals														
Yard Waste														

3B. ROUTE AND SOURCE (RECEIVING WATER)

TYPE	Ranking by Volume*	Percentage of Total**	POTENTIAL ROUTE (CHECK UP TO 2)					POTENTIAL SOURCE (CHECK UP TO 2)						
			Dumping	Littering	Upstream	Tidal	Storm Drain	Unable to determine	Household	Construction	Commercial	Industrial	School	Transient
Automotive														
Biohazard Waste														
Cigarette Butts														
Construction														
E-Waste														
Fabric/Clothing														
Food Waste (Organics)														
General Packaging														
Household														
Other														
Shopping Carts														
Single Use Plastic Bags														
Toxic Chemicals														
Yard Waste														

* Only rank the types of trash PRESENT in evaluated area from 1 through 14 (1 is most prevalent – 14 is least prevalent).

** Percentage is based on the total trash present. A summary of trash types must equal 100%

Comments:

EXHIBIT B
INSURANCE REQUIREMENTS

Consultant shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	
<input checked="" type="checkbox"/>	Professional Liability (Errors & Omissions)	\$1,000,000 each occurrence \$2,000,000 aggregate	

Other Negotiated Insurance Terms: NONE

EXHIBIT C
CONSULTANT CONFLICT OF INTEREST DESIGNATION

The Political Reform Act¹ and the Chula Vista Conflict of Interest Code² (“Code”) require designated state and local government officials, including some consultants, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, consultants designated to file the Form 700 are also required to comply with certain ethics training requirements.³

A. Consultant IS a corporation or limited liability company and is therefore EXCLUDED⁴ from disclosure.

B. Consultant NOT a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the consultant shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Consultant,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Consultant will provide. Notwithstanding this designation or anything in the Agreement, the Consultant is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the consultant’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Marisa Soriano

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).