

**Council Meeting: November 24, 2009****SUBJECT: Award of Contract for Technical Assistance for National Pollutant Discharge Elimination System (NPDES) Permit Implementation and Water Pollution Control Plant Operations Support (F0908-12)****BACKGROUND**

The federal Clean Water Act requires that entities discharging to waters of the State be permitted under the National Pollutant Discharge Elimination System (NPDES). The purpose of the NPDES permit is to protect the beneficial uses of the receiving waters where the treated effluent is discharged. For discharge of its treated wastewater into South San Francisco Bay via the Moffett Channel and Guadalupe Slough, the City of Sunnyvale is issued an NPDES permit by Region 2 of the California Regional Water Quality Control Board. The NPDES permit contains waste discharge requirements for the WPCP's effluent and is issued for a five year period. The most recent permit was adopted by the Regional Board in August, 2009 and became effective October 1, 2009.

Historically, Sunnyvale has contracted out for the specialized expertise necessary to address the varied requirements set forth in its NPDES permit. This allows the City to draw on the highly technical knowledge when needed, and in the specific discipline needed, rather than attempting to retain this expertise in-house with multiple city employees. The areas of specialized expertise necessary to successfully implement the permit and negotiate new permits includes in-depth knowledge of the federal Clean Water Act and the California Water Code, process engineering as it relates to our specific treatment plant processes, scientific knowledge of water chemistry and statistics, the capacity to design and complete technical studies related to the treatment plant, and the background, knowledge and expertise to participate in stakeholder processes in which solutions for permit requirements and environmental compliance are developed and negotiated. (This includes negotiating with regulators over permit compliance and requirements.)

In order to contract for the current five year permit cycle, a Request for Proposals (RFP) was prepared by Environmental Division and Purchasing staff. Potential conflict of interest issues dictated the inclusion of language that any firm awarded the NPDES technical assistance and operational support contract would be ineligible to propose on any of the new design work that might come from the WPCP Strategic Infrastructure Plan (SIP) Project. Plant staff developed

eleven tasks that would be required under this contract and estimated hours as follows:

Task 1	WPCP Operations Support (Annual estimated hours – 900)
Task 2	NPDES Self Monitoring Program (Annual estimated hours – 100)
Task 3	Lab and Pretreatment Support (Annual estimated hours – 100)
Task 4	WPCP Data Management/SCADA (Annual estimated hours – 100)
Task 5	Permit Mandated Annual Reports (Annual estimated hours – 300)
Task 6	Permit Mandated Special Studies (Annual estimated hours – 250)
Task 7	Technical and Regulatory Compliance Assistance (Annual estimated hours – 300)
Task 8	Preparations for 2013 Permit Renewal (Annual estimated hours – 120)
Task 9	Administrative and Project Management (Annual estimated hours – 265)
Task 10	Other efforts Recommended by Proposer (Annual estimated hours -50)
Task 11	Other efforts Requested by City (Annual estimated hours – 50)

Proposers were requested to submit a total not-to-exceed cost for the five year contract based on the estimated hours listed above.

The Request for Proposals was direct mailed to twenty five local environmental consulting firms and was broadcast to other potential proposers through the DemandStar by Onvia public procurement network. Thirty two firms requested proposal documents. Proposals were received on September 30, 2009. Proposals were received from EOA of Oakland and HydroScience Engineers, Inc. of San Jose as follows:

<b><u>Proposer</u></b>	<b><u>Proposed Costs (Five-Year Contract)</u></b>
HydroScience, Inc.	\$1,705,088.00
EOA, Inc.	\$2,575,700.00

**DISCUSSION**

An evaluation committee including Environmental Services and Solid Waste Division staff reviewed the proposals received. Proposals were rated and ranked according to the following criteria:

1. Experience providing regulatory, compliance, technical and operational support to other agencies – 30%
2. Knowledge of the Sunnyvale WPCP treatment system, including oxidation ponds – 20%

3. Knowledge of South Bay water quality issues, Basin Plan requirements, and issues related to shallow water discharge – 15%
4. Ability to ramp up hours proposed to meet technical, operational and regulatory needs for the WPCP, on an on-demand basis – 10%
5. Knowledge of data management systems for plant operational and compliance data – 5%
6. Cost – 20%

The table below, prepared by WPCP staff, represents a side-by-side comparison of both proposals:

Rating Criteria	EOA, Inc.	HydroScience Egrs., Inc.
1. Regulatory, Compliance, Technical and Operational Experience (30%)	EOA business model focuses almost entirely on NPDES permitting and implementation work, reflected in firm’s documented experience of work on SF Bay regulatory and water quality planning issues, and permitting and regulatory compliance, for Sunnyvale and other bay area dischargers.	Project Manager/Primary Contact credentials and experience are in the field of drinking water supply, not wastewater treatment or plant operation. Some experience with recycled water requirements, but none with wastewater treatment and discharge. Other team members have experience with small, non-municipal dischargers, < 2 million gallons per day, and in most cases to meet irrigation or recycled water requirements, not receiving water quality requirements. Team includes one Grade V Wastewater Treatment Operator, a helpful but low level qualification for work required in contract (plant has three Grade V certified operators).
2. Knowledge of Sunnyvale WPCP Treatment System Including Oxidation Ponds (20%)	Team members have > 12 years experience each with Sunnyvale treatment plant, key team members have 20-25 years experience with Sunnyvale plant, along with experience for other, similar	Minor experience of one team member on one small capital project for civil sitework at Sunnyvale plant, not specifically related to treatment plant processes/water quality.

	plants.	Proposal contained multiple factual errors regarding plant operations.
3. Knowledge of South Bay Water Quality Issues, Basin Plan Requirements and Shallow Water Discharge (15%)	Combined experience of project team = 97 years related to SF Bay discharge issues, Basin Plan and South Bay, shallow water discharge issues. Actively involved in Basin Planning for SF Bay since 1986.	Team indicated no experience with discharge issues related to SF Bay and its Basin Plan requirements or shallow-water discharge issues.
4. Ability to Provide On-demand Technical, Operational and Regulatory Support (10%)	Demonstrated experience providing real-time, on-call services to meet plant needs, and developing reports, studies, products to meet regulatory deadlines, with minimal direction required from plant staff.	Experience is primarily in project/planning efforts, rather than real-time, on-call services. Proposal statement, "Every effort will be made by the HSE team to meet the schedule for each of the tasks" did not engender confidence regarding firm's understanding and ability to provide on-call services; proposal discussed management of contract only in terms of project management.
5. Knowledge of Data Management Systems (5%)	EOA has worked with and in some cases developed the data management systems currently in use and demonstrated understanding of application of systems for regulatory compliance.	Knowledge of data management systems in general, but no specific knowledge of Sunnyvale systems. Would develop a tech memo with recommendations after reviewing systems.
6. Cost (20%)	EOA provides discounted rates to preferred clients such as Sunnyvale, comparable to other firms which provide similar services.	Hourly rates quoted were significantly lower than EOA rates.

EOA's knowledge and experience in the field of California water law, the Clean Water Act, NPDES permitting and water quality issues specific to the South Bay and its special shallow-water discharge requirements far exceeds that

demonstrated in the proposal submitted by HydroScience Engineers, Inc. The Project Manager proposed in the HydroScience proposal does not have demonstrated experience with wastewater treatment, and the firm does not have demonstrated experience with shallow water and/or South Bay discharge issues. EOA's knowledge in this arena has been pivotal in the past to enable the City to negotiate permit requirements that are reasonable and achievable for the City and also improve water quality. Historically, there have been several instances where the City, with EOA's highly knowledgeable assistance, has had to negotiate and/or litigate to prevent costly requirements that did not improve water quality.

EOA also has many years of experience specifically with the Sunnyvale WPCP and its less common oxidation pond system for secondary treatment, while the HydroScience proposal did not indicate first-hand knowledge of its team members related to the operating characteristics for oxidation pond systems. HydroScience is a newer firm, in business since 1997 (compared to EOA's 25 years of experience), and their work has focused more on smaller plants and agencies, up to 2 million gallons per day (MGD) as compared to the Sunnyvale WPCP with a rated capacity of 29.5 MGD. As a result, the evaluation committee unanimously scored the EOA proposal as the best value to the City given the critical and sensitive nature of the work and EOA's demonstrated qualifications over and above the other proposal.

It should be noted that the City has historically contracted out this work due to the range of highly specialized disciplines associated with NPDES permitting and WPCP operations. It would be extremely difficult to find one person with the requisite expertise to effectively cover the diversity of work requirements (and much more likely that multiple staff positions would be needed).

A review of the recommended hours by City staff resulted in the deletion of Tasks 10 and 11 (500 hours total) and a reduction in Task 5 from 300 to 200 hours per year in order to reduce the contract costs. Subsequent negotiations between Purchasing and EOA resulted in a 2.5% price reduction in the first year contract costs. The net result reduced the total contract cost from \$2,575,700 to \$2,370,000.

### **FISCAL IMPACT**

Total project costs for the five year contract will not exceed \$2,370,000. Budgeted funds are available in Operating Program 344, Wastewater Treatment.

### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official notice bulletin board outside City Hall, at the Sunnyvale Senior

Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

**RECOMMENDATION**

It is recommended that Council award a five-year contract, in substantially the same form as the attached draft and in an amount not to exceed \$ 2,370,000, to Eisenberg, Olivieri and Associates (EOA) for technical assistance for NPDES permit implementation and WPCP operations support.

Reviewed by:

Mary J. Bradley, Director of Finance

Prepared by: Pete Gonda, Senior Management Analyst

Prepared by: Lorrie Gervin, Environmental Division Manager, Public Works

Reviewed by:

Marvin Rose, Director of Public

Approved by:

Gary M. Luebbers

City Manager

**Attachments**

A. Draft Consultant Services Agreement

## ATTACHMENT A

DRAFT

### CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND EISENBERG, OLIVIERI, AND ASSOCIATES (EOA), INC. FOR TECHNICAL ASSISTANCE FOR NPDES PERMIT IMPLEMENTATION AND WPCP OPERATIONS AND SUPPORT

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and Eisenberg, Olivieri, and Associates (EOA), Inc. a California corporation ("CONSULTANT").

WHEREAS, CITY is in need of technical assistance for NPDES permit implementation and WPCP operations and support; and,

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

#### 1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

#### 2. Time for Performance

The term of this Agreement shall be a five (5) year period from January 20, 2010 to January 19, 2015, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

#### 3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

#### 4. Compensation

CITY agrees to pay CONSULTANT at the annual amounts and rates shown in Exhibit "B" (Cost Proposal). Total compensation shall not exceed Two Million Three Hundred Seventy Thousand and No/100 Dollars (\$2,370,000.00). CONSULTANT shall submit invoices to CITY to be paid in accord with the procedures set forth in Exhibit "B" attached and incorporated by reference.

#### 5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

Pursuant to CITY's Standard Conflict of Interest Code, Council Policy 7.3.7, CITY has determined that any individual performing services under this Agreement is required to file a Statement of Economic Interest (Form 700), Disclosure Category 1. See [www.fppc.ca.gov](http://www.fppc.ca.gov) for Form 700.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- (b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers against any and all suits, claims, damages, liabilities, costs and expenses, including attorney fees, arising out of the performance of the work described herein, caused by or related to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, subcontractors, or agents in the performance (or non-performance) of services under this Agreement.

11. Insurance

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "C."

12. CITY Representative

Lorrie Gervin, Environmental Division Manager, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Ray Goebel, Manager of Operations, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY: Lorrie Gervin, Environmental Division Manager  
Public Works/Environmental Services Division  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: Ray Goebel, Manager of Operations  
EOA, Inc.  
1410 Jackson Street  
Oakland, CA 94612

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

18. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

Eisenberg, Olivieri and Associates (EOA), Inc.  
("CONSULTANT")

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_

\_\_\_\_\_  
Name and Title



**EOA, Inc.**  
**Scope of Work**  
**Technical Assistance for City of Sunnyvale**  
**NPDES Permit Implementation and WPCP Operations Support**

EOA's scope of work reflects the tasks described in RFP No. F0908-12, as subsequently amended by the City. For each subtask category, the proposed EOA staff assignments (lead staff listed first) are indicated. The estimated level of effort (annual hours) is indicated for each task, with additional breakdown provided for the larger tasks. Staff designations are as follows:

Ray Goebel, P.E.	[RPG]	Quan Lu, EIT	[QL]
Don Eisenberg, Ph.D	[DME]	Lorrie Pettigrew	[LAP]
Adam Olivieri, Dr. PH, P.E.	[AWO]	Michael Bryan, Ph.D.	[MDB*]
Thomas Hall, Ph.D.	[TWH]	Andrew Sayers-Fay, Ph.D	[ALS*]
Kristin Kerr, P.E.	[KAK]	* Roberson-Bryan, Inc.	

### **Plant Performance & Compliance w/ NPDES Limits**

#### ***Task1. WPCP Operations and Process Control Support (900 hrs avg)***

- Provide engineering support in the development and ongoing implementation of operational strategies for compliance with permit limits. (480 hrs)  
Examples of work to be performed under this task include but are not limited to process control discussions at each seniors meeting, expanded process control sections for each chapter of the O&M Manual, use of the nitrification spreadsheet and procedures to control nitrogen loadings to the FGRs during critical transition periods, development of strategies to reduce chlorine and SO2 usage for disinfection byproduct control, enhance compliance and cost savings, streamline recycled water production, and other measures. [RPG, DME]
- Provide engineering support in the development and ongoing implementation of the WPCP's Strategic Infrastructure Plan (SIP) and other Plant master planning efforts to ensure ongoing regulatory compliance and efficiency of Plant operation. (hrs included above) [RPG, DME]
- Provide support for WPCP capital projects including project scoping and RFP development, design review with specialized expertise in wastewater engineering, to supplement/complement engineering services provided by other City Departments or outside consultants. (192 hrs) [RPG, DME]
- Provide assistance in the procurement process for goods and services for the Plant (such as polymer and other treatment chemicals, residuals hauling/management, etc), including development of RFP and testing protocols, evaluation of proposals and testing results, and vendor selection. (180 hrs over 5 yrs =36 hr/yr) [RPG, DME]
- Coordinate with WPCP managers and senior operators on Plant operational and regulatory issues, including regular attendance at WPCP senior operators' monthly meetings. Provide general technical support to WPCP operations and maintenance not specifically provided by other tasks. (hrs included in first item above) [RPG, DME]

- Provide support for development or modification of Plant Standard Operating Procedures (SOPs) to ensure safe and efficient Plant Operation. (hours included item above and in Task 5) [RPG]
- Maintain computer applications used by the WPCP for biosolids management and tracking; modify improve these as necessary to meet operational and regulatory compliance needs. Produce the monthly biosolids report. (96 hr) [RPG, QL, DME]
- Provide technical and regulatory compliance support for biosolids operations and utilization of the City's biosolids monofill. (96 hr) [RPG, DME]

***Task 2. NPDES Self Monitoring Program and Compliance (96 hr)***

- Assist Plant Management on NPDES permit compliance issues, including QA review of monthly self monitoring report (SMR), providing monthly updates of special study activities for inclusion in the SMR, advising staff on compliance issues, and related work.
- Assist staff in negotiating new NPDES permit requirements and permit provisions
- Assist staff with monthly self-monitoring reports and other regulatory reporting
- Track/participate in regional compliance studies that impact Sunnyvale
- Provide liaison/WPCP staff support in dealings with RWQCB on compliance issues

**Lab/Pretreatment Support, Data Management, Compliance Reporting**

***Task 3. Lab and Pretreatment Support (144 hrs)***

- Provide general support to lab and Pretreatment Programs. (48 hr) [KAK, RPG]
- Provide support for chronic toxicity testing, interpretation of results, coordination with WPCP and toxicity lab staff to implement required chronic toxicity TIE/TRE testing/studies as needed. Support acute toxicity testing as necessary. . Note: Hours for the chronic toxicity special study work are include in Task 6. Hours for acute toxicity support are included above under general support. [TWH, KAK, MDB]
- Track regional pretreatment, pollution prevention and laboratory developments as they impact Sunnyvale, and report to WPCP management. (24 hr) [KAK]
- Assist in utilization, improvement/modification, and training for laboratory (SunLab) and pretreatment (Linko) databases and integration of these databases into the overall WPCP data management system. If needed, assist City in transition to Statewide (CIWQS) reporting system.(72 hr) [KAK, RPG]

***Task 4. WPCP Data Management/SCADA (96 hr)***

Provide technical support and assistance to staff in WPCP's ongoing efforts to upgrade WPCP data management systems and plant SCADA system. Work with WPCP staff, City IT staff and/or outside consultants to identify and implement systems that facilitate regulatory and compliance requirements, and foster operational efficiency. [RPG]

## Permit-Mandated Annual Reports

### *Task 5 Annual Reports (300 hr)*

Take a lead role in producing the following NPDES permit-mandated annual reports:

- Plant O&M Manual Update and Annual Status Report
- Plant Reliability and Contingency Plan Updates
- Annual Biosolids Report
- Recycled Water Annual Report
- Facilities Improvement Report
- Annual NPDES Report

The Facilities Improvement Report is a new requirement under the new NPDES Permit, as is the Annual NPDES Report. EOA will continue to update the WPCP's O&M Manual as necessary to reflect ongoing changes in plant facilities and operations. EOA will provide a supporting role for the production of the Pretreatment Annual Report and BAAQMD "Data Update" reports (assisting in data management needs) and the Annual Pollution Prevention Report (primarily QA review). Production of the Recycled Water Annual Report is not included under this scope.

## Permit-Mandated Special Studies

### *Task 6. Special Studies and Regulatory Compliance Assist (346 hr average)*

Take the lead role in defining, developing, conducting, and preparing reports for each of the required studies.

- Chronic Toxicity Identification and Toxicity Reduction Study (192 hr)

Resolution of chronic toxicity issue is a high priority for the City. EOA will continue work on toxicity reduction studies that were initiated in 2009, and coordinate implementation of the workplan submitted to the Water Board by December 1, 2009. EOA will utilize both in-house and subconsultant (Roberson-Bryan, Inc.) staff in performing this task. [TWH, KAK, MDB, ALS]

- Receiving Water Ammonia Characterization Study (106 hr average)

The ammonia study will examine the impact of WPCP effluent on the receiving water and address issues such as seasonal/diurnal variability, mixing zones, and dilution. Data will be analyzed to determine if there is reasonable potential to exceed applicable (Basin Plan) and proposed (the unadopted 1999 EPA) water quality objectives for ammonia. The final report will include a proposed mixing zone and dilution credit for ammonia. In addition to the Guadalupe Slough locations sampled in an earlier study, the permit requires sampling at locations in Moffett Channel. [TWH, DME, KAK, RPG]

- Total Suspended Solids (TSS) Removal Study (48 hrs)

This study was included in the permit to address Water Board staff concerns about the WPCP's TSS limit which is higher than the neighboring South Bay treatment plants. The study will develop technical information to educate Water Board staff about the historic reasons behind the differences. The study may also yield useful information regarding response to different treatment conditions, such as the response to different polymer doses at the AFTs (which

occurs “naturally” as part of recycled water production), seasonal variations in water quality characteristics of the pond effluent (which could inform operational strategies), and the possibly use of a different coagulant before the filters (which could tie into the chronic toxicity special study) The study will also document changes in effluent quality that may occur as a result to the tertiary plant operating in nitrification Mode I, as suggested by SIP consultant. We anticipate the study will be conducted over the entire term of the permit. [RPG]

- Mass Offset Plan for 303(d)-listed pollutants (optional)

EOA does not anticipate the need for this optional study, as it believes that the City will not need to generate mass offsets (credits) for 303(d)-listed pollutants. Accordingly, the cost proposal does not include hours for this work. In the event a Mass Offset Plan were needed, it may be possible to reallocated budget from other tasks, to the extent such budget may be available and subject to City approval.

- Near-Field Site Specific Translator Study (optional)

EOA does not anticipate a need for this optional study, based on the current absence of compliance issues for metals, and the cost proposal does not include hours for this work. However, because the ammonia study will present the opportunity to collect the data needed to develop additional metals translators, which, if needed, typically result in favorable effluent limits than use of default translators, EOA may advise the City to collect the data concurrently with the ammonia study. EOA would conduct the necessary numeric analysis as part of general support or, if available, using surplus budget from other tasks. [KAK, TWH]

## **Other Technical & Regulatory Compliance Assistance**

### ***Task 7. Technical & Regulatory Compliance Assistance (288 hr)***

- Assistance with operational strategies for compliance with WPCP’s Title V and other BAAQMD compliance issues as they affect Plant operations. (48 hr) [RPG, DME]
- Participation in the Santa Clara Basin Watershed Management Initiative. (12 hr) [Other EOA staff]
- Participation in State and Federal Rulemaking/Policy making processes. (48 hr) [TWH, AWO]
- Participation in regional POTW organizations such as the Bay Area Clean Water Agencies (BACWA), and Bay Area Pollution Prevention Program (BAPPG). (84 hr) [TWH, RPG, KAK]
- Coordination with Urban Runoff Programs, including the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP) and the Bay Area Association of Stormwater Management Agencies (BAASMA) and its subcommittees. Advise City on implementation of the new of the new stormwater Municipal Regional Permit. (24 hr) [AWO, other EOA staff]
- Coordination with Environmental Organizations (24 hr) [AWO, TWH]
- Participation in the Water Board’s Total Maximum Daily Load (TMDL) Processes. (48 hr) [TWH, AWO]

## **Preparations for 2013 NPDES Permit Renewal**

### ***Task 8. Track NPDES Permit Developments and Preparations for the 2013 Permit Renewal (125 hrs average)***

- Track Region 2 NPDES Permit renewals for issues of concern to the City, track/participate in Basin Plan Amendment process and other Water Board developments, and periodically report to the Environmental Division Manager and other designated staff on these issues. Assist the City with participation in local/regional permit management group, who will meet periodically with Water Board staff to review significant issues related to the South Bay NPDES Permits and Permit renewal.
- Take lead role in preparation of the application package, which includes the completion of application forms, preparing suggested draft permit wording, conducting reasonable potential analysis (RPA), effluent limits calculations, infeasibility studies, and other technical documentation, and participation in the permit renewal stakeholder process.

## **Project Management**

### ***Task 9. Administrative and Project Management (120 hr)***

- Provide overall project coordination and scheduling, preparation and review of monthly invoices and work summaries, providing briefings for WPCP and other City managers as required, and other contract related work.

# EXHIBIT B

## RFP No. F0908-12 NPDES Permit Implementation and WPCP Operations and Support EOA, Inc. Cost Proposal Revised 11/5/09

Task Name and Number	2010		2011		2012		2013		2014		TOTALS
	hrs	Amount	Amount Rounded								
<b>Plant Performance &amp; Compliance w/ NPDES Limits</b>											
<b>1. WPCP Operations and Process Control Support</b>	<b>864</b>	<b>158,200</b>	<b>864</b>	<b>163,000</b>	<b>924</b>	<b>179,500</b>	<b>984</b>	<b>196,900</b>	<b>864</b>	<b>178,100</b>	<b>875,700</b>
General support	480	89,650	480	92,338	480	95,107	480	97,963	480	100,901	476,000
Polymer procurement	-	-	-	-	-	-	120	23,978	-	-	24,000
Biosolids tracking programs	96	14,611	96	15,050	96	15,502	96	15,967	96	16,446	77,600
Provide tech support for biosolids operations	96	18,123	96	18,667	96	19,227	96	19,804	96	20,398	96,200
Assist with RFPs/procurement for biosolids services	-	-	-	-	60	11,640	-	-	-	-	11,600
Capital Projects Support	192	35,860	192	36,935	192	38,043	192	39,200	192	40,400	190,400
<b>2. NPDES Self-Monitoring Program and Compliance</b>	<b>96</b>	<b>15,000</b>	<b>96</b>	<b>16,200</b>	<b>96</b>	<b>16,700</b>	<b>96</b>	<b>17,200</b>	<b>96</b>	<b>17,700</b>	<b>82,800</b>
<b>Lab/Pretreatment Support, Data Management, Compliance Reporting</b>											
<b>3. Lab and Pretreatment Support</b>	<b>144</b>	<b>22,500</b>	<b>144</b>	<b>24,300</b>	<b>144</b>	<b>25,100</b>	<b>144</b>	<b>25,800</b>	<b>144</b>	<b>26,600</b>	<b>124,300</b>
<b>4. WPCP Data Management/SCADA</b>	<b>96</b>	<b>15,000</b>	<b>96</b>	<b>16,200</b>	<b>96</b>	<b>16,700</b>	<b>96</b>	<b>17,200</b>	<b>96</b>	<b>17,700</b>	<b>82,800</b>
<b>NPDES Permit-Mandated Annual Reports</b>											
<b>5. Annual Reports</b>	<b>300</b>	<b>52,300</b>	<b>300</b>	<b>54,600</b>	<b>300</b>	<b>56,300</b>	<b>300</b>	<b>58,000</b>	<b>300</b>	<b>59,700</b>	<b>280,900</b>
Plant O&M Manual Updates & Annual Status Report	144	26,332	144	27,122	144	27,936	144	28,774	144	29,637	139,800
Plant Reliability Report and Contingency Plan Updates	64	11,703	64	12,054	64	12,416	64	12,788	64	13,172	62,100
NPDES Annual Report	20	3,657	20	3,767	20	3,880	20	3,996	20	4,116	19,400
EPA Annual Biosolids Report	24	3,124	24	3,590	24	3,698	24	3,809	24	3,923	18,100
Wastewater Facilities Review and Evaluation Report	24	4,389	24	4,520	24	4,656	24	4,796	24	4,939	23,300
Pollution Minimization Program Annual Report	24	3,124	24	3,590	24	3,698	24	3,809	24	3,923	18,100
<b>NPDES Permit-Mandated Special Studies</b>											
<b>6. Special Studies and Regulatory Compliance Assis</b>	<b>384</b>	<b>70,200</b>	<b>384</b>	<b>72,300</b>	<b>384</b>	<b>74,500</b>	<b>288</b>	<b>57,500</b>	<b>288</b>	<b>59,300</b>	<b>333,800</b>
Chronic Toxicity Study	192	35,109	192	36,163	192	37,248	192	38,365	192	39,516	186,400
Receiving Water Ammonia Characterization Study	144	26,332	144	27,122	144	27,936	48	9,591	48	9,879	100,900
Total Suspended Solids Removal	48	8,777	48	9,041	48	9,312	48	9,591	48	9,879	46,600
Mass Offset Plan for 303(d)-listed pollutants (optional)	0	0	0	0	0	0	0	0	0	0	0
Near-Field Site-Specific Translator Study (optional)	0	0	0	0	0	0	0	0	0	0	0
<b>Other Technical &amp; Regulatory Compliance Assistance</b>											
<b>7. Technical and Regulatory Compliance Assistance</b>	<b>288</b>	<b>52,700</b>	<b>288</b>	<b>54,200</b>	<b>288</b>	<b>55,900</b>	<b>288</b>	<b>57,500</b>	<b>288</b>	<b>59,300</b>	<b>279,600</b>
Operational Strategies for Air Permit Compliance	48	8,777	48	9,041	48	9,312	48	9,591	48	9,879	46,600
Participate in WMI	12	2,194	12	2,260	12	2,328	12	2,398	12	2,470	11,700
Participate in State & Federal Rulemaking	48	8,777	48	9,041	48	9,312	48	9,591	48	9,879	46,600
Participate in POTW Organizations	84	15,360	84	15,821	84	16,296	84	16,785	84	17,288	81,600
Coordinate with Urban Runoff Programs	24	4,389	24	4,520	24	4,656	24	4,796	24	4,939	23,300
Coordinate with Environmental Organizations	24	4,389	24	4,520	24	4,656	24	4,796	24	4,939	23,300
Participate in RWB TMDL Process	48	8,777	48	9,041	48	9,312	48	9,591	48	9,879	46,600
<b>Preparations for 2013 NPDES Permit Renewal</b>											
<b>8. NPDES Permit Developments &amp; Prep. for Permit R</b>	<b>48</b>	<b>8,800</b>	<b>48</b>	<b>9,000</b>	<b>48</b>	<b>9,300</b>	<b>240</b>	<b>48,000</b>	<b>240</b>	<b>49,400</b>	<b>124,500</b>
<b>Project Management</b>											
<b>9. Administrative and Project Management</b>	<b>120</b>	<b>21,900</b>	<b>120</b>	<b>22,600</b>	<b>120</b>	<b>23,300</b>	<b>120</b>	<b>24,000</b>	<b>120</b>	<b>24,700</b>	<b>116,500</b>
Project Expenses (3% of subtotal)		12,500		13,000		13,700		15,100		14,800	69,100
<b>TOTALS</b>		<b>429,100</b>		<b>445,400</b>		<b>471,000</b>		<b>517,200</b>		<b>507,300</b>	<b>2,370,000</b>

Notes: All work is billed on a time and materials basis, per applicable fee schedule. Rates may vary among tasks depending on staff assigned; amounts listed are the estimated staff-weighted average for that subtask. Invoices will reflect actual hours and applicable rates, as specified in the EOA 2010 Fee Schedule, City of Sunnyvale Preferred Rates (revised 11/5/09), with 3% per year increase for 2011 through 2014.



Eisenberg, Olivieri & Associates  
Environmental and Public Health Engineering

**2010 EOA, Inc. Fee Schedule  
City of Sunnyvale Preferred Rates  
(Continued)**

Depositions/legal testimony charged portal-to-portal, at 200% of standard rates, with a four-hour minimum charge. In accordance with California Civil Procedure 2037.7, where applicable, the minimum fee must be paid prior to commencement of testimony. Preparation for court cases is charged on a time-and-materials basis as outlined in this fee schedule.

**OUTSIDE DIRECT EXPENSES**

Reimbursement for expenses directly related to services provided will be charged at cost plus 10%. Examples of such direct expenses include:

- Costs of sub-consultants or subcontractors
- Costs of special fees (insurance, permits, etc.)
- Costs of long-distance telephone, copying, drafting, blueprints, etc. (EOA copies charged at \$ 0.10 each)
- Costs or rental of special equipment
- Costs of authorized travel outside Bay Area
- Automobile mileage directly related to services (at prevailing allowable IRS rate, currently \$0.55/mile as of 1/1/2009)

**INVOICES**

Invoices are prepared and submitted on a monthly basis, as either final or progress billings and are payable upon receipt unless prior arrangements have been made. Interest of 1-1/2% per month, or the maximum rate allowed by law, is payable on accounts not paid within 30 days.



**Eisenberg, Olivieri & Associates**  
Environmental and Public Health Engineering



Eisenberg, Olivieri & Associates  
Environmental and Public Health Engineering

RFP No. F0908-12

**2010 EOA, Inc. Fee Schedule  
City of Sunnyvale Preferred Rates  
Revised 11/5/09**

The following fee schedule covers personnel rates for EOA, Inc. staff.

Our charges are divided into two categories: personnel, and outside direct expenses. A new fee schedule is issued at the beginning of each year. Charges for all work, except where other arrangements have been made, are based on the new schedule of charges. Fees are adjusted annually at a rate not to exceed 3%.

**PERSONNEL**

Personnel charges are for any technical, clerical or administrative work necessary to perform the project. Work tasks include geologic and environmental consulting, engineering and computer services, regulatory liaison, and report preparation. Personnel rates are as follows:

<u>Personnel Category</u>	<u>Hourly Rate</u>
Principal	\$194.70
Manager of Operations	\$182.86
Managing Engineer/Scientist III	\$182.86
Managing Engineer/Scientist II	\$180.71
Managing Engineer/Scientist I	\$178.55
Senior Engineer/Scientist III – Project Leader	\$163.50
Senior Engineer/Scientist/Planner II	\$145.22
Senior Engineer/Scientist/Planner I	\$130.15
Associate Engineer/Scientist II	\$121.54
Associate Engineer/Scientist I	\$98.96
Technician	\$ 79.60
Clerical/Computer Data Entry	\$ 59.16

Charges for professional services are in increments of one quarter-hour.

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by CONSULTANT, its agents, representatives, or employees.

**Minimum Scope and Limits of Insurance**

CONSULTANT shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to CONSULTANT's profession: \$1,000,000 per occurrence.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared and approved by CITY. CONSULTANT shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

**Other Insurance Provisions**

The **general liability** and **automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents or volunteers, except as follows: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.
2. For any claims related to this project, CONSULTANT's insurance shall be primary. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
4. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

#### Acceptability of Insurers

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

#### Verification of Coverage

CONSULTANT shall furnish to CITY original Certificate(s) of Insurance and endorsements effecting the coverage required. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by CITY prior to commencement of work.