

**FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF POMONA AND
STANTEC CONSULTING SERVICES, INC.**

This Fourth Amendment to the Agreement (Fourth Amendment) is entered into by and between the City of Pomona (City), and Stantec Consulting Services, Inc. (Consultant), hereinafter referred to as "Parties".

RECITALS

WHEREAS, on June 1, 2020, the City Council approved a Professional Services Agreement (AGREEMENT) with CONSULTANT in the amount of \$656,681 to provide professional engineering services for the implementation of the Coordinated Integrated Monitoring Program on behalf of the East San Gabriel Valley Watershed Management Group (Management Group);

WHEREAS, since the signing of the AGREEMENT the Los Angeles County Flood Control District (DISTRICT) approved funding (\$385,000) of a scientific study of infiltration rates throughout the area encompassed by the cities within the Management Group. To complete this study, Amendment No. 1 was approved by City Council on January 4, 2021, increasing the total AGREEMENT amount to \$1,041,681;

WHEREAS, on August 17, 2021 a Purchase Order was issued for \$612,294 for FY2021-2023 Scope of work increasing the total AGREEMENT amount to \$1,653,975;

WHEREAS, City Council approved Amendment No. 2 on August 15, 2022 to approve FY2022-2023 Scope of Work in the amount of \$674,760.44, which increases the AGREEMENT amount to \$2,328,735.44;

WHEREAS, City Council approved Amendment No. 3 on May 15, 2023 to approve FY2023-2024 Scope of Work in the amount of \$660,601.25, which increased the Agreement amount to \$2,841,702.95;

WHEREAS, the PARTIES wish to again amend the Agreement to continue the required Regional Board monitoring and reporting activities, 100% design for non stormwater diversion projects; submittal of Low Flow Diversion projects to the Safe Clean Water Regional Program; and permitting for the final autosampler stations, and to increase the total compensation by \$654,024.40, bringing the AGREEMENT amount to \$3,495,727;

WHEREAS, pursuant to Section 3.6.14, AGREEMENT shall be amended in writing executed by both Parties; and

NOW, THEREFORE, the PARTIES hereby agree as follows:

1. Section 3.1.2 "Term" is hereby replaced in its entirety to read as follows:

"3.1.2 Term. The term of this Agreement shall be from July 1, 2020 to June 30, 2025, unless earlier terminated as provided herein. Consultant

shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.”

2. Section 3.3.1 “Compensation” is hereby replaced in its entirety to read as follows:

“3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C-3" attached hereto and incorporated herein by reference. The total compensation shall not exceed Three Million, Four Hundred Ninety-Five Thousand, Seven Hundred and Twenty-Seven Dollars, and No Cents (\$3,495,727) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3. Exhibit “A-2” “Scope of Work” is hereby replaced in its entirety with Exhibit A-3, which is attached hereto and incorporated herein by this reference.
4. Exhibit “B-2” “Schedule of Services” is hereby replaced in its entirety with Exhibit B-3, which is attached hereto and incorporated herein by this reference.
5. Exhibit “C-2” “Compensation” is hereby replaced in its entirety with Exhibit C-3, which is attached hereto and incorporated herein by this reference.
6. Except as otherwise specifically provided herein, all other provisions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, this Fourth Amendment is signed by the Parties hereto on the date(s) indicated below.

STANTEC CONSULTING SERVICES, INC.

Signature: _____

Date: _____

Printed Name: Ed Othmer, Jr.

Title: Vice President

CITY OF POMONA

Anita D. Gutierrez, City Manager

Date: _____

ATTEST:

APPROVE AS TO FORM:

Rosalia M. Butler, MMC, City Clerk

Best Best & Krieger, City Attorney

EXHIBIT A-3 SCOPE OF SERVICES

Consultant shall perform this Scope of Services for implementation of the Coordinated Integrated Monitoring Program (CIMP or "Program"). The services are based on the documents submitted on behalf the East San Gabriel Valley Watershed Management Group (ESGVWVG or "Group" representing the cities of Claremont, La Verne, Pomona, and San Dimas) to meet the requirements of the 2021 National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (MS4 Permit) and future issuance of MS4 Permits.

The Scope of Services consists of four tasks: (1) Project Management, (2) CIMP Implementation, 3) 100% Design of Priority Non-Stormwater Diversion Projects, (4) Time Schedule Order Support.

Task 1 - Project Management

Consultant shall provide project and task management throughout the duration of the project. Consultant shall report to the City of Pomona as the lead agency, and the Group. Consultant will also coordinate with sub-consultants through the duration of this project. The task consists of the following items.

- Consultant shall conduct up to (12) project status meetings, assumed at 1.5 hours.
- Consultant shall prepare PowerPoint slideshows and conduct presentations for the 12 project status meetings. Agendas will be sent to Group at least one week in advance of meeting.
- Consultant shall draft a revised Health and Safety Plan (HSP) and distribute pdf copies of the HSP internally prior to the start of field work.

Task 2 - CIMP Implementation

Implementation of the CIMP allows for a holistic evaluation of the impacts from MS4 discharges and informed recommendations. The CIMP implementation for the ESGVWVG monitoring consists of the following sub-tasks:

1. Permitting of Autosampler Equipment
2. Receiving Water and Outfall Monitoring
3. Data Management and Reporting

Task 2.1 – Permitting of Autosampler Equipment

Consultant will pay Annual Permit Fees required by Sections 13260 & 13269 of the California Water Code for the 4 autosampler locations being installed along the channel, not to exceed \$10,000.

Task 2.2 - Receiving Water and Outfall Monitoring

Per Attachment E, Section III.D.1.e of the 2021 MS4 Permit, the Consultant shall perform monitoring at three receiving water monitoring sites and three stormwater outfalls identified in the Group's CIMP, which was approved on April 16, 2024. The receiving water and stormwater outfalls shall be monitored three times per year during wet weather events. The receiving water shall also be monitored during the historically driest month (August) and one additional dry weather event. Constituents and their monitoring frequency are summarized in Table 2-2 of the approved CIMP for receiving water and Table 3-3 for the stormwater outfalls. All Table E-6 pollutants (refer to the 2021 MS4 Permit) will be monitored during the first dry weather and wet weather event.

Consultant will also perform quarterly dry weather monitoring at outfalls noted in Table 4-1 of the approved CIMP. Constituents to be monitored will comply with Table 4-2 of the approved CIMP.

Wet weather and dry weather toxicity will be performed using the most sensitive species as identified during 22-23 monitoring. Due to the 22-23 sensitive species analysis, it is anticipated that a Toxicity Identification Evaluation (TIE) will be required to be conducted for wet weather and it is anticipated that constituents or class of constituents causing toxicity will be identified. The identified constituent(s) will be monitored at upstream locations starting with the next wet weather event that is at least 45 days following the toxicity sample collection. Monitoring for the identified constituent(s) will continue until the deactivation criterion (i.e., two consecutive samples do not exceed receiving water limitations). Consultant will have a meeting with the Regional Board in advance of wet weather monitoring to discuss the proposed monitoring locations for toxicity compliance. Consultant will then draft a written request to the Executive Officer for approval of the proposed monitoring locations for toxicity compliance. Where constituent(s) are identified in the upstream receiving water location(s) above the receiving water limitations, a Toxicity Reduction Evaluation (TRE) will commence at the corresponding outfall locations per Attachment E, Part IX.K of the Permit to identify the source(s) of toxicity and appropriate BMPs to eliminate the cause of toxicity. A TRE Corrective Action Plan will be drafted and submitted per Attachment E, Part IX.K of the Permit.

Criteria contained within the CIMP regarding conditions for qualifying wet weather and dry weather monitoring events will be followed. Collected samples will be transferred to laboratories certified by the State of California to perform the required chemical, bacteriological indicator, and toxicity analyses. Selected laboratories will meet the approved/modified detection and reporting limits specified in the CIMP.

Consultant shall communicate to the Group prior to the precipitation event and upon mobilization of sampling team. The notification shall specify:

- Anticipated start time and date of the monitoring event.
- Anticipated highest total amount of rain during any given 24-hour period during the event.

- Probability of the precipitation.
- Source(s) of weather prediction.
- Name and cell phone number of Consultant's monitoring event coordinator.

Field leads will be present during the wet-weather events to provide equipment trouble shooting and guidance to the monitoring teams during the collection of stormwater samples. Prior to the first monitoring event, Consultant shall conduct one internal field kick-off meeting.

Assumptions:

- Consultant assumes that toxicity will not be exceeded for dry weather, and therefore a TIE will not need to be conducted.
- The Permit states that upstream outfall site(s) are to be monitored if the TIE identifies the constituent causing toxicity. Due to the ~200 outfalls upstream of the Live Oak Wash monitoring site, Consultant is proposing to perform monitoring at 12 upstream receiving water sites, as well as the Live Oak Wash monitoring site. Consultant assumes that the Regional Board will approve of these monitoring locations in advance of the required monitoring. In addition, Consultant assumes that this monitoring will be performed for 2 total wet weather events during the 2024-2025 monitoring year, which will occur separately from the standard 3 wet weather monitoring events.
- Consultant assumes that a standard TRE Corrective Action Plan can be used for all required locations. Consultant assumes that source control will be the noted BMP for addressing toxicity and no additional modeling will be required. In addition, capture of runoff per the BMPs proposed in the WMP will help address aquatic toxicity. Consultant assumes up to 100 hours to develop a TRE Corrective Action Plan.
- Consultant assumes that wet weather monitoring will not exceed 12-hours per event.

Task 2.3 - Data Management and Reporting

Watershed Management Program Progress Report Form

Consultant shall prepare the Watershed Management Program Progress Report Form from the 2021 MS4 Permit's Attachment H, Section 1. The WMP Progress Report Form will be electronically submitted twice a year: December 15, 2024 and June 15, 2025.

Semi-Annual Report

Consultant shall provide a Semi-Annual report for the 2024/25 monitoring season. The Semi-Annual report consists of raw data from the monitoring events covering July 1, 2024 through December 31, 2024. The Semi-Annual report shall be submitted electronically by June 15, 2025 to the Regional Board. Monitoring results and certification will be submitted per Attachment E Part XIV.B.2.a and Part XIV.B.2.b of the 2021 MS4 Permit.

Annual Report

Consultant will populate a draft and final Monitoring Report for the 2023/2024 monitoring season. The draft and final Monitoring Report will provide a certification, summary of the monitoring events, QA/QC, exceedances, and aquatic toxicity monitoring per Attachment E Part XIV.B.2.b through Part XIV.B.2.f of the 2021 MS4 Permit. The final Monitoring Report will be prepared within three weeks of receipt of a single compiled set of draft report comments; electronic submission of the final Monitoring Report is due on December 15, 2024 to the Regional Board. In addition, monitoring results from January 1 through June 30, 2024 will be submitted by December 15, 2024 per Attachment E Part XIV.B.2.a.

Consultant will also provide support to the Group to complete the Annual Report Form. (The Annual Report Form is to be completed by each permittee.) When requested, the Consultant can populate projects to WRAMPS2 to support the Group in tracking new/re-development projects and watershed control measures. Electronic submission of the final Annual Report Form is due on December 15, 2024 to the Regional Board.

Task 3 – 100% Design of Priority NSW Diversion Projects

Based on the results of the 30% Design of Priority Non-stormwater (NSW) Diversion Projects, Consultant will prepare final design for up to three NSW projects selected by ESGVWMG. During this stage, Consultant will:

- Discuss progress and comments on draft submittals at monthly progress meetings (in Task 1).
- Prepare for and attend Safe Clean Water Program Meetings or other agency meetings to discuss progress on design. It is assumed up to two 1-hour meetings will be held virtually and attended by up to two Consultant team members.
- Provide 60%, 90% and Final Design Submittals for to include:
 - Potholing for up to two locations where utility conflicts may present challenges in implementing the project as proposed. Consultant is assuming the fee for these two pothole locations will not exceed \$10,000 (prior to a 5% markup).
 - Drawings are assumed to include the following:
 - G1 - Cover sheet with notes and location map
 - G2 - Drawing index, Legends, notes
 - D1 - 20 scale demolition plan of Site 1
 - C1.1 - 20 scale site plan of Site 1
 - C1.2 - Key Sections/Profiles/Details of Site 1
 - D2 - 20 scale demolition plan of Site 2
 - C2.1 - 20 scale site plan of Site 2
 - C2.2 - Key Sections/Profiles/Details of Site 2
 - D3 - 20 scale demolition plan of Site 3
 - C3.1 - 20 scale site plan of Site 3
 - C3.2 - Key Sections/Profiles/Details of Site 3

C4.1 - Miscellaneous civil details

This drawing list assumes that diversions are based on standardized approaches and do not require extensive piping or pumping systems.

- Technical specifications are expected to largely rely on the latest versions of accepted Green Book Specifications with Regional Supplements for most demolition and civil features. A customized version of a specification section will be developed for drywells or the selected diversion facilities.
- Consultant will review ESGVWMG's/City's front-end specifications and provide written comments based on the project.
- Construction Cost Estimates will be updated as part of the 60%, 90% and Final Design Submittals to a level of completion commensurate with the design progress.

Assumptions:

Consultant has assumed that during design, ESGVWMG will provide the following:

- Reasonable project site access;
- Any necessary electronic files, record drawings, City-permits, internal approvals, etc.;
- Internally coordinated and consolidated review comments within three-week period for the 60% and 90% Design Submittals and timely responses to other inquiries; and
- Coordination and interface with all neighbors, community groups and other stakeholders interested in the projects.

Consultant has also assumed that:

- All design drawings will be developed in AutoCAD using a consistent drafting style and standard details.
- All pre-final design submittals will be electronic with pdfs of all deliverables. Final Drawings will be plotted and signed by the Engineer of Record.
- Site selection, geotechnical data, and flow monitoring data (from the outfall monitoring finalized in FY23-24), and 30% designs will be used to support final design and no further investigations will be required.
- All services for advertising, bidding and construction phase support will be contracted as part of future services.

Task 4 – Time Schedule Order Support

Consultant will provide support for ESGVWMG in developing a Time Schedule Order (TSO) regarding compliance with the 2026 dry weather bacteria TMDL. Support services include the following:

1. Up to 40 hours for meeting with ESGVWMG and Regional Board to discuss TSO strategy, current status, path forward, and documentation of discussion outcomes.
2. Up to 100 hours for drafting a letter to submit to the Regional Board, which includes data analysis utilizing existing data from the RAA/Approved WMP, analysis of water quality data, and literature review. (Consultant assumes that no additional modeling needs to be performed.) Consultant will address up to one round of comments from ESGVWMG.
3. Up to 20 hours for finalizing a letter based on draft comments for submittal to the Regional Board.

EXHIBIT "B-3"
DELIVERABLE SCHEDULE

Based on the Scope of Work and the level of effort needed to complete all the tasks included, the completion date is June 30, 2025.

Task	Deliverable	Anticipated Delivery Date
1.0	Task 1 – Project Management, Coordination, & Meetings	
1.1	Project Meetings, Preparation of Agendas and Minutes (12)	Monthly July 2024-June 2025
1.2	Project Management, Project Schedule, Monthly Updates	Monthly July 2024-June 2025
1.3	Revised HSP	October 2024
2.0	Task 2 - CIMP Implementation	
2.1	Permitting and Installation of Autosampler Equipment	
2.1.1	Equipment Permitting	June 2025
2.2	Receiving Water and Stormwater Outfall Monitoring	
2.2.1	Field Kick-Off Meeting	October 2024
2.2.2	Monitoring and Sampling Activities	July 2024-June 2025
2.3	Data Management and Reporting Methodology	
2.3.1	Watershed Management Program Progress Report Form (2)	December 15, 2024 June 15, 2025
2.3.2	Semi-Annual Report (1)	June 15, 2025
2.3.3	Annual Report	
2.3.3.1	Draft Annual Report (1)	November 2024
2.3.3.2	Final Annual Report (1)	December 15, 2024
3.0	Task 3 – 100% Design of Priority NSW Diversion Projects	
3.1	60% Design	November 2024
3.2	90% Design	February 2025
3.3	100% Design	June 2025
4.0	Task 4 – TSO Support	
4.1	TSO Support	June 2025

EXHIBIT "C-3" COMPENSATION

Consultant fee estimate for the labor and expenses necessary to complete the proposed scope of work is included in the table below. The total estimated fee for the above scope of work is **\$3,495,727**. Consultant services will be charged on a time and materials basis in accordance with the terms and conditions of the agreement. Consultant may re-allocate funds across different tasks throughout the project life with lead agency approval.

Task	Deliverable	Cost	Status
1.0	Task 1 – Project Management, Coordination, & Meetings	\$40,909.55	Completed
2.0	Task 2 - CIMP Implementation	\$313,900.03	Completed
3.0	Task 3 – Special Study at Live Oaks Wash	\$10,417.30	Completed
4.0	Task 4 – Watershed Management Plan Adaptive Management	\$188,910.60	Completed
5.0	Task 5 – SCW Project Development/Submittal	\$102,541.75	Completed
6.0	Task 6 – Infiltration Study	\$366,439.38	Completed
1.1	Task 1 – Project Management, Coordination, & Meetings	\$35,025.55	Completed
2.1	Task 2 - CIMP Implementation	\$376,483.10	Completed
3.1	Task 3 – As Needed Tasks	\$2,724.00	Completed
4.1	Task 4 – Watershed Management Program Maintenance	\$45,725.25	Completed
5.1	Task 5 – SCW Project Development/Submittal	\$23,264.75	Completed
1.2	Task 1 – Project Management, Coordination, & Meetings	\$20,262.23	Completed
2.2	Task 2 - CIMP Implementation	\$486,267.23	Completed
3.2	Task 3 – Non-stormwater Outfall Bacteria Study	\$71,855.20	Completed
4.2	Task 4 – Nutrients Special Study	\$2460.25	Completed
5.2	Task 5 – CIMP Update	\$44,653.38	Completed
1.3	Task 1 – Project Management, Coordination, & Meetings	\$22,430.29	Paid as of 03/31/2024
2.3	Task 2 - CIMP Implementation	\$321,469.60	Paid as of 03/31/2024
3.3	Task 3 – 30% Design of Priority Low Flow Diversion Projects (LFD)	\$67,414.00	Paid as of 03/31/2024
4.3	Task 4 – Submittal of LFD Projects to SCW Program	\$5,928.00	Paid as of 03/31/2024
5.3	Task 5 – CIMP Update (As-Needed)	\$4,349.50	Paid as of 03/31/2024
1.4	Task 1 – Project Management, Coordination, & Meetings	\$32,904.00	
2.4	Task 2 - CIMP Implementation	\$490,821.40	
3.4	Task 3 – 100% Design of Priority NSW	\$104,139.00	
4.4	Task 4 – Time Schedule Order Support	\$26,160.00	
	Actual Paid to Date, Plus 1.2 through 5.3	\$2,841,702.95	
	Actual Purchase Orders Issued	\$3,495,727.35	