Delta Regional Monitoring Program (DRMP)

Request for Qualifications (RFQ) - Development of Constituents of Emerging Concern (CEC) Interpretive Report

Release Date: July 21, 2025
Responses Due: 3:00 pm on August 15, 2025
Contact: Melissa Turner, mturner@mljenvironmental.com

Prepared By:

MLJ ENVIRONMENTAL

TABLE OF CONTENTS

1. PURPOSE

The Delta Regional Monitoring Program (DRMP) is soliciting Statements of Qualifications (SOQs) from qualified consultants or consultant teams to develop an Interpretive Report for Constituents of Emerging Concern (CECs). This project is an essential next step in evaluating and communicating the findings from a DRMP CEC Pilot Study that was conducted between the years 2020 and 2023. The CEC Interpretive Report will serve as a foundation for future multi-year CEC monitoring design and program planning.

2. BACKGROUND

The DRMP is a collaborative, stakeholder-driven monitoring program that coordinates water quality monitoring in the Sacramento-San Joaquin Delta. The CEC Pilot Study, initiated to address key questions in the 2016 Statewide CEC Monitoring Plan, has produced three years of CEC monitoring data (Years 1–3) across matrices such as surface water, tissue, sediment, stormwater, and wastewater effluent. The Interpretive Report will analyze, evaluate, and communicate findings from the Pilot Study while providing forward-looking recommendations for CEC monitoring. The DRMP has developed a "*Constituents of Emerging Concern Interpretive Report Scope of Work*" document (SOW) which outlines the tasks, deliverables, and timeline associated with developing a CEC Interpretive Report. The selected contractor will be responsible for implementing the CEC Interpretive Report SOW.

3. SCOPE OF SERVICES AND DELIVERABLES

The overall objectives of the CEC Interpretive Report are broken into three categories. The Interpretive Report will address three key goals (please see the "Appendix I: DRMP CEC Interpretive Report Scope of Work" for additional background and details):

1. **Answer the Monitoring Questions** outlined in the 2016 Statewide CEC Monitoring Plan using DRMP CEC Pilot Study data, identifying limitations and gaps.
2. **Evaluate Lessons Learned** from the Pilot Study regarding study design effectiveness.
3. **Provide Recommendations** for the design and implementation of future DRMP CEC monitoring efforts.

The following tasks are intended to outline the contract requirements for work to be performed to meet the objectives of the CEC Interpretive Report. The selected contractor

will be responsible for completing the following tasks (please see the "Appendix I: DRMP CEC Interpretive Report Scope of Work" for additional details):

Task 1: Data Analysis
Analyze DRMP CEC Pilot Study data (Years 1–3), including data summaries, quality review, and evaluation of study design limitations.

Task 2: External Literature Review
Identify and evaluate relevant literature and data to supplement DRMP data in answering monitoring questions.

Task 3: Draft CEC Interpretive Report
Develop the report using results from Tasks 1 and 2; include lessons learned and recommendations for future CEC monitoring.

Task 4: TAC and Steering Committee Meetings
Attend and present at four (4) CEC Technical Advisory Committee (TAC) meetings and one (1) Steering Committee meeting.

Task 5: Finalization of the CEC Interpretive Report
Revise the report based on TAC and Steering Committee feedback and finalize it for DRMP Board of Directors approval.

Task 6: Project Management and Administration
Manage the project, ensure timely deliverables, provide monthly progress reports, and communicate with the Program Manager.

3. SCHEDULE

The DRMP is looking to contract with an entity in November or December 2025 with work to be started in January 2026. A draft report is expected within six (6) months of initiating the project and the final report completed no later than 11 months after contracting. Specific timelines will be determined when contracting.

4. QUALIFICATION REQUIREMENTS

The DRMP is looking for a consultant or team with the following qualifications:

1. **Technical Expertise**
    a. Proven experience with Constituents of Emerging Concern (CECs), including PFAS, PPCPs, and other relevant analytes.
    b. Expertise in understanding environmental laboratory results including quantitative and qualitative certainties, qualifiers, and limitations.
    c. Familiarity with environmental monitoring programs and monitoring designs, particularly within the Sacramento-San Joaquin Delta or similar ecosystems.

    d. Understanding of the Delta Regional Monitoring Program's mission, structure, and previous CEC pilot studies.
2. **Data Analysis and Visualization**
    a. Proficiency in analyzing environmental monitoring data using statistical and geospatial tools (e.g., R, Python, GIS).
    b. Ability to translate complex datasets into clear, actionable insights and visualizations for diverse audiences.
3. **Regulatory and Programmatic Knowledge**
    a. Working knowledge of California's water quality regulatory framework, including the State and Regional Water Boards.
    b. Experience aligning deliverables with Quality Assurance Project Plans (QAPPs) and stakeholder-driven monitoring goals.
4. **Science Communication and Reporting**
    a. Demonstrated ability to synthesize technical findings into interpretive reports that are accessible to both technical and non-technical stakeholders.
    b. Prior authorship of interpretive reports or technical summaries for environmental or water quality programs is highly desirable.
5. **Project Management and Collaboration**
    a. Strong organizational skills and ability to manage timelines, deliverables, and communication with multi-agency stakeholders.
    b. Experience working with advisory committees or technical subgroups, such as the DRMP's CEC Subgroup.

5. ORGANIZATION AND CONTENTS OF PROPOSAL

Responses to this RFQ must include a cover letter, table of contents, and the following; maximum page number is indicated in parenthesis:

1. **Cover Letter (1 page)**
   Brief summary of interest and qualifications.
2. **Project Understanding and Approach (2 pages)**
   Description of the proposed technical approach for completing the tasks described.
3. **Qualifications and Experience (5 pages)**
   Description of relevant experience and qualifications of key personnel, especially in:
    a. Technical Expertise
    b. Data Analysis and Visualization
    c. Regulatory and Programmatic Knowledge
    d. Science Communication and Reporting
    e. Project Management and Collaboration
4. **Project Team and Roles (2 pages)**
   Identify key personnel, roles, organizational chart (if applicable), and availability.

5. **Rate Sheet (1 page)**
   Work will be performed on a time and materials basis. Please include a rate sheet for personnel that would be working on this project through 2026.
6. **Relevant Work Samples (3 pages)**
   Up to three examples of similar reports or work products, preferably for regional monitoring or regulatory audiences.
7. **References (1 page)**
   Three professional references for similar projects.

6. SUBMISSION INSTRUCTIONS

Please submit your statement of qualifications as a single PDF file via email to:

Melissa Turner, DRMP Program Manager
mturner@mljenvironmental.com
Subject Line: DRMP CEC SOQ

Deadline for submission: 3:00 pm on August 15, 2025

Post: July 21, 2025

Questions: August 6, 2025 (2.5 weeks)

Respond to Questions: August 8, 2025 (3 weeks)

Submittal: August 15, 2025 (4 weeks)

7. QUESTIONS AND ADDENDA

Questions regarding this RFQ must be submitted in writing to the contact listed above by 3:00 pm on August 6, 2025. Responses will be posted on the DRMP website and distributed to all known potential respondents by 5:00 pm on August 8, 2025. DRMP reserves the right to issue addenda to this RFQ.

8. GENERAL CONDITIONS

- The DRMP reserves the right to reject any or all SOQs.
- Submission of an SOQ constitutes acknowledgement that the respondent, if selected for this work, will follow the approach and meet conditions outlined in the RFQ, except where changes are agreed by the contractor and the DRMP.
- The selected contractor will be required to execute a standard professional services agreement. See an example DRMP standard contract in Appendix II.

Please indicate in the SOQ if you are able to meet the requirements outlined in the example contract and identify any potential issues and proposed solutions.

- Subcontractors must be identified in the SOQ and their qualifications included.
- The selected consultant must maintain appropriate insurance coverage (e.g., general liability, professional liability, workers' compensation).
- All data provided by the DRMP must be used solely for the purposes of this project.
- The final report must acknowledge the DRMP and its partners as data sources.
- All deliverables become property of DRMP and will be made publicly available after Board approval.
- The consultant must adhere to the project timeline and deliverables as outlined in the Scope of Work.
- Failure to meet deadlines without prior written approval may result in contract termination.

APPENDIX I: DRMP CEC INTERPRETIVE REPORT SCOPE OF WORK

Constituents of Emerging Concern Interpretive Report Scope of Work

Approved June 16, 2025

PURPOSE

The purpose of this Scope of Work (SOW) is to outline the tasks, deliverables, and timeline associated with developing a Constituents of Emerging Concern (CEC) Interpretive Report for the Delta Regional Monitoring Program (DRMP). This SOW provides the expectations of the DRMP Steering Committee (SC) regarding the deliverables and timelines.

The main audiences for the CEC Interpretive Report are the DRMP Steering Committee, Stakeholders, Participating Agencies, and Regulatory Agencies (such as Program Managers and the Central Valley Regional Water Quality Control Board (CVRWQCB)). Additional audiences for the report are managers of programs evaluating CEC studies (e.g., Delta Stewardship Council, the California State Water Resources Control Board CEC Program, researchers, and potential dischargers of CECs (such as Publicly Owned Treatment Works (POTWs) or Municipal Separate Storm Sewer System (MS4s)).

The overall objectives of the CEC Interpretive Report are broken into three categories. The first is to answer the CEC Pilot Study Stakeholder Workplan monitoring questions to the degree that they can be addressed utilizing data collected by the DRMP. This will include data summaries and analysis, described in more detail below, including the identification of study design and data limitations. The second is to outline lessons learned from the CEC Pilot Study Stakeholder Workplan (evaluation of the effectiveness of the study design) and the third is to provide recommendations and improvements for future study designs. The Interpretive Report shall address the technical limitations associated with data development. The DRMP will use the Interpretive Report to inform future steps in designing a multi-year CEC monitoring program.

The CEC Interpretive Report will be reviewed by the CEC TAC and, if appropriate, recommended for review by the Steering Committee (SC) for approval by the DRMP Board of Directors (BOD). It is anticipated that the CEC Interpretive Report will undergo two rounds of review with the CEC TAC before a final review by the Steering Committee. Once the CEC Interpretive Report is approved by the DRMP BOD, the final document will be posted on the DRMP website and available for the public to download. The documents will be shared with the intended audiences through the website.

TASKS

The following tasks are intended to outline the contract requirements for work to be performed to meet the objectives of the CEC Interpretive Report.

TASK 1: DATA ANALYSIS

Data collected as part of the DRMP CEC monitoring (Year 1, 2, and 3) will be used to answer the questions outlined in the CEC Pilot Study Stakeholder Workplan (**Table 1**) from the 2016 Statewide Monitoring Plan Monitoring Questions including discussing any limitations of the CEC Pilot Study data and quality control concerns (e.g., review of qualifiers, detection limits). Data collected by the DRMP will be provided electronically to the contractor. If a question cannot be answered, the Interpretive Report should address why it cannot be answered (and what would be needed in order to answer the question) or to what extent it can be answered with the data from the Pilot Study.

Table 1 also references how the CEC monitoring design was developed to address the State Board questions and what data products are expected in the Interpretive Report as part of the data analysis to answer the question. The CEC data collected by the DRMP includes tissue, sediment, ambient surface water, stormwater, and municipal wastewater treatment plant (WWTP) effluent data and these matrices should be considered when answering the questions and interpreting the results.

Data Summaries

The Contractor shall summarize and analyze data generated from Years 1 through 3 of the CEC Pilot Study Stakeholder Workplan using a variety of data summary methods such as:

- Summary Statistics (constituent, site, and site-type)
- Boxplots or Point Plots
- Mass Flux Figures (see CEC Year 3 Data Report figures from the gradient study)
- Analysis of Contamination Issues (e.g., determination if blank contamination is more than 10% of detected concentration)
- Review of qualified data

Groupings of the data, such as within or outside the legal Delta (see **Figure 1**), source of water (e.g., effluent, stormwater, or ambient), matrix (water, tissue, and sediment),

sampling event conditions (e.g., wet/dry), and watershed should be used to categorize the data to answer the questions in **Table 1**. All constituents monitored in the Pilot Study should be included in the data analysis. If the contractor determines that limited additional available monitoring data relevant to the DRMP CEC Pilot Study monitoring questions would be useful to meet the objectives of the Interpretive Report, they must present these data to the TAC (meeting 1) for discussion and approval. Ancillary data potentially correlated with trends could include flows, precipitation, chemical use/trends, and upstream influences.

Data Evaluation

As part of the data analysis, the Contractor will conduct an evaluation of effectiveness of study design and potential improvements. Below are some examples of what the evaluation should consider / include:

- Analytical methods and laboratories – did they perform as expected and as needed?
- Contamination and field collection methods and laboratory handling – what constituents presented analytical challenges? Were there protocols that need to be documented or modified that are critical? Is the current data qualification/review process adequate to characterize data quality issues or uncertainty related to reported results?
- Do grab samples adequately characterize variability for each constituent? What number of samples would be necessary for each source/matrix (e.g., ambient water, effluent water, tissue, sediment) type to characterize the mean value with 95% confidence?
- How could the Delta RMP improve measurements of flux? Is better flow measurement necessary?
- What was not learned from the pilot study related to stated goals?
- How useful was each type of source/matrix in answering the monitoring questions?

Responding to Question 5 under the POTW category in **Table 1** will require an evaluation of Monitoring Trigger Quotients (MTQs) which is the CEC concentration divided by a Monitoring Trigger Limit (MTL). The MTLs included in Anderson et al. (2012) should be used to calculate the MTQs and answer the questions in **Table 1.** Monitoring Trigger Limits were intended to screen CECs in order to identify priorities for monitoring and were not developed to assess risk or beneficial use impairment. The discussion of MTLs will include a description of how they were developed, what they represent. Likewise, the discussion of MTQs will describe what they mean.

Data Analysis Timeline

The Contractor will provide a complete summary of the DRMP CEC data to be used in the Interpretive Report (i.e. monitoring locations, sampling dates, constituents analyzed) within 1 month of starting the project. The CEC TAC will provide feedback to the

Contractor regarding the final data set to be used in the CEC Interpretive Report. Data analysis is anticipated to be completed within 4 months of the contract start date.

Table 1. 2016 Statewide Monitoring Plan questions, DRMP technical approach to address questions, and DRMP study design details associated with each question (QAPP version, sample matrix type, number of locations, and years data were collected).

2016 Statewide Monitoring Plan Monitoring Questions	Technical Approach to Address Monitoring Questions	DRMP CEC QAPP Version	Interpretive Report Data Product
POTWs			
1. Which CECs are detected in freshwaters and in which California watersheds are they detected?	Monitor to determine detection of CECs at boundaries of the Delta and within the legal Delta over multiple years and conditions.	v2.0 [1]	Utilizing data from Years 1 -3 of the DRMP CEC monitoring create summary statistics by constituent, site, and site-type (n, n-detected, mean, median, sd, min, max). Example of Summary Statistic Table Visualization such as PurposeError! Not a valid result for table..
2. Can the CECs be shown to originate from the inland WWTP, or are they present at background concentrations?	Compare observed concentrations at upstream boundaries or locations and downstream monitoring locations.	v2.0 [1]	Plots of data such as annotated boxplots with points by site, in site-type groupings, for constituents with n-detected >= 2. Other examples include paired sign-test to determine significance (likely insufficient data). Example of Point Plots
3. How quickly (i.e., at what distance) do the CECs attenuate once discharged?	Perform a gradient study to evaluate concentrations at multiple locations downstream from discharge	v3.3 [2]	Analysis of mass flux. Update or further refine CEC Year 3 Data Report analysis of

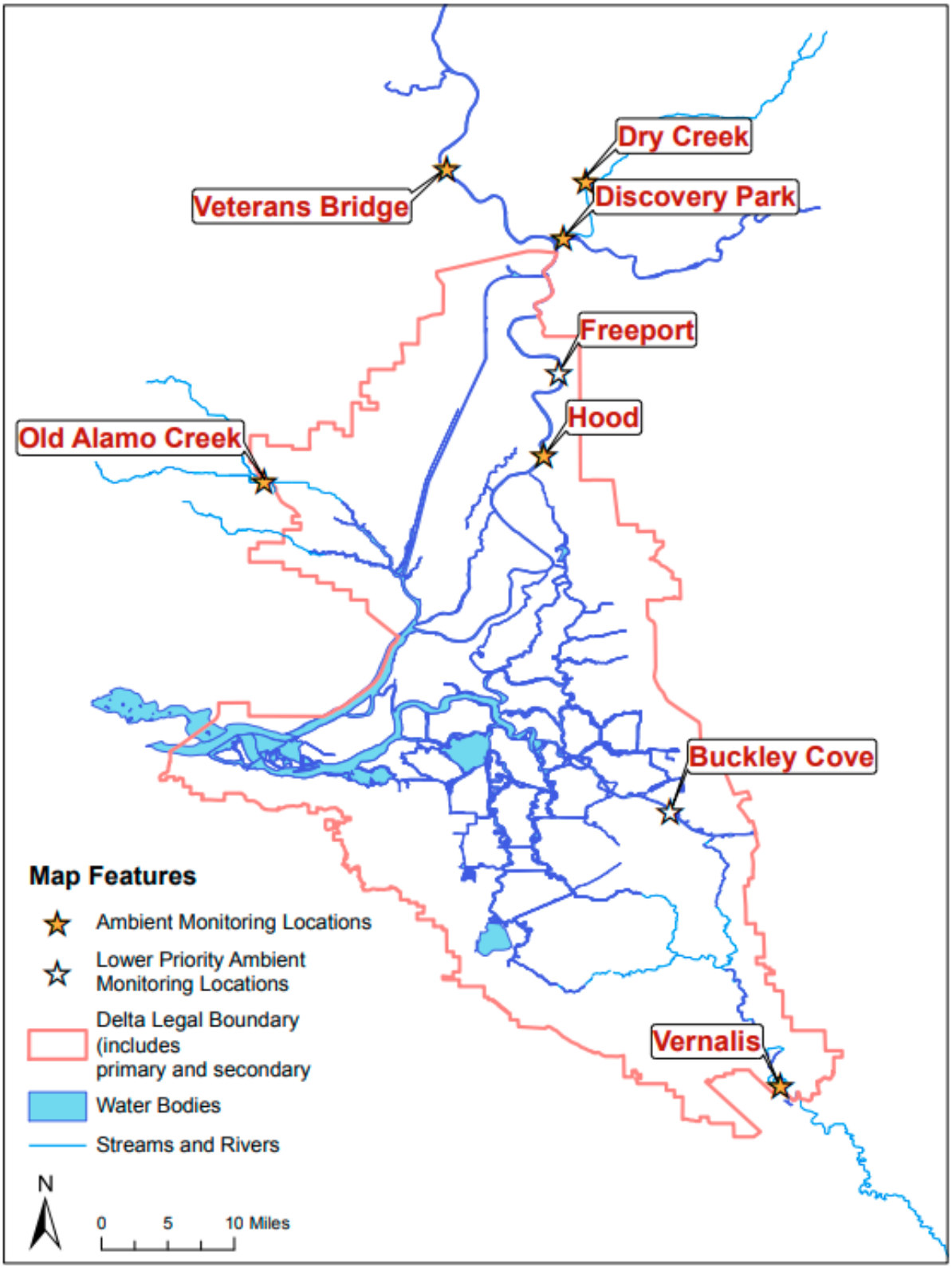
2016 Statewide Monitoring Plan Monitoring Questions	Technical Approach to Address Monitoring Questions	DRMP CEC QAPP Version	Interpretive Report Data Product
	to evaluate CEC attenuation over distance.		mass flux (see Figures 12, 16, 25, 28, 31, 32, 36, 39, 42, 44, 46).
4. What are the concentrations and loadings of target CECs in the dry vs. wet seasons?	Compare wet and dry season concentrations and loadings at individual source characterization and ambient sites.	v2.0 [1]	Point plots indicating sample collection season, calculate single point mass (flux) if flow available at site. Example of Point Plots
5. Do the new occurrence data change the estimated monitoring trigger quotients (MTQs)?	Compare maximum detected ambient values to determine if site-specific MTQ is greater than or less than unity (1.0).	v2.0 [1]	Use the formula [CEC concentration] / MTL = MTQ. Use Anderson et al. 2012 MTLs (which were in existence at the time that the monitoring questions were developed) to answer this question. However, MTLs from Drewes et al. 2023 should be used to help with prioritization and future planning recommendations.
6. Which detected CECs have been found to accumulate in sediments and fish tissue?	Compare water column detected concentrations to paired sediment and tissue samples. Calculation of average accumulation ratios.	v2.0 [1]	Table of concentration comparison. Calculation of average accumulation ratios, if possible.
MS4s			

2016 Statewide Monitoring Plan Monitoring Questions	Technical Approach to Address Monitoring Questions	DRMP CEC QAPP Version	Interpretive Report Data Product
1. Which CECs are detected in waterways dominated by stormwater?	Monitor to determine detection at the American River at Discovery Park monitoring location during wet weather conditions.	v2.0 [1]	Table of detections.
2. What are their concentrations and loadings in the dry vs. wet season?	Compare wet and dry season concentrations and loadings at individual source characterization sites.	v2.0 [1]	Point plots indicating sample collection season, calculate single point mass (flux) if flow available at site. Example of Point Plots
3. What is the relative contribution of CECs in WWTP effluent vs. stormwater?	Compare wet and dry weather source characterization loading estimates for when area runoff and POTW discharge relative to ambient flux.	v2.0 [1]	Point plots indicating sample collection season and calculate single point mass (flux) if flow available at site. Example of Point Plots
4. What is the spatial and temporal variability in loadings and concentrations (e.g. between storm variability during the wet season; in stream attenuation rate during low flow, dry season conditions)?	There is insufficient sample collection included in the work Plan to perform a robust variability assessment; however, significant trends may be detectable when evaluated with other (external) data and work by	--	Time series plots. Map-based results. This may require some external literature and data to expand or compare datasets which should be discussed and agreed upon with the TAC under Task 2.

2016 Statewide Monitoring Plan Monitoring Questions	Technical Approach to Address Monitoring Questions	DRMP CEC QAPP Version	Interpretive Report Data Product
	MS4s (e.g. statistical loading models).		

[1] Matrix: Water, sediment, fish, bivalve. Locations: 15 sites. Year(s) Monitored: 2020, 2021, 2022.
[2] Matrix: Water. Locations: 16 sites. Year(s) Monitored: 2023.

Figure 1. Map of Central Valley CEC Pilot Study Ambient Monitoring Locations.



TASK 2: EXTERNAL LITERATURE REVIEW

The Stakeholder Workplan acknowledged that the Pilot Study may not collect sufficient data—either spatially or temporally—to fully address the monitoring questions outlined in the 2016 Statewide Monitoring Plan (e.g., MS4 Question 4: *What is the spatial and temporal variability in loadings and concentrations, such as between storms during the wet season or in-stream attenuation rates during low-flow, dry season conditions?*).

Under Task 2, the Contractor will identify and propose a set of relevant literature and supporting data that could be used to address the applicable monitoring question(s). These recommendations will be presented to the Technical Advisory Committee (TAC) for review and agreement.

Time allocated under Task 2 should encompass:

- the evaluation of existing literature and data sets,
- the assessment of their applicability to the monitoring questions,
- coordination and discussions with the TAC, and
- incorporation of the agreed-upon materials into the Interpretive Report.

The Contractor will also indicate whether additional funding would be required to incorporate all recommended external literature and data. Implementation of the proposed materials will be subject to TAC approval. If additional funds are necessary, approval by the Board of Directors (BOD) will also be required.

TASK 3: DRAFT CEC INTERPRETIVE REPORT

The Contractor shall develop a CEC Interpretive Report using the data analysis from Task 1 including both the data summaries and evaluation to answer the questions in **Table 1**. In addition, the report should provide recommendations based on lessons learned to inform the DRMP's next steps in planning for a multi-year CEC monitoring program.

Forward-Looking Planning

The following suggestions were developed to help the Contractor in recommending how lessons learned from CEC pilot study could inform future DRMP CEC planning efforts:

- Provide recommendations for prioritizing CECs. What additional information would be needed to prioritize CECs? Drewes et al. (2023) developed a framework for developing monitoring programs which included refining the monitoring prioritization list of CEC (see section 6.2 and 6.4). This framework could be referenced by the Contractor when providing recommendations based on lessons learned.
- Recommendations should consider if a risk-prioritization process would be appropriate for the DRMP. For example, SFEI uses a broader screening process where certainty of results and risks are considered in setting tiers/actions. Should we focus

on known issues (i.e., high potential for risk) and/or where regulatory implementation is ongoing/developing (e.g., PFAS)?
- Summarize and/or reference other recent CEC work (e.g. SFEI characterization, State Water Resources Control Board CEC Program, or efforts by SCCWRP pertaining to the CEC Ecosystem Panel) to help support recommendations, as appropriate.

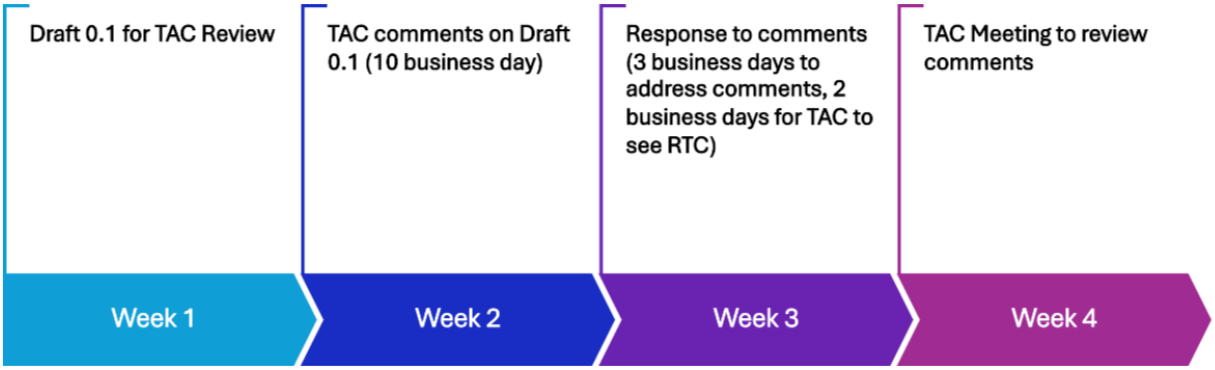
Interpretive Report Review Timeline

The draft CEC Interpretive Report will be sent electronically to the DRMP Program Manager and CEC TAC for review and feedback. The DRMP will review and provide feedback to the Contractor within two weeks of receipt of the draft CEC Report. A response to comments matrix will be created by the Contractor to track comments received and proposed responses to comments. The CEC Interpretive Report will be developed following the report outline included in **Appendix I**: CEC Interpretive Report Outline.

The draft CEC Interpretive Report must be provided to the CEC TAC twice for review. The initial draft CEC Interpretive Report (version 0.1) must be provided at least three weeks prior to the designated CEC TAC meeting to allow 10 business days for TAC review. A revised draft (tracked changes in version 0.1) of the CEC Interpretive Report and matrix with responses to comments will be provided to the CEC TAC at least two business days prior to the CEC TAC meeting where comments on the revised draft will be discussed. The TAC will review a second draft (version 0.2) which will include updates to any outstanding comments received during the review of version 0.1; the second round of comments shall follow the same format as the first (10 business days for TAC review of version 0.2, three days for the author to respond to comments, 2 days before next TAC meeting for TAC members to review the RTC and version 0.2 with tracked changes), and a final TAC meeting to finalize the draft report. It is the goal that the draft Interpretive Report (version 0.2 with tracked changes) will be finalized (as the draft final version 0.3) during the TAC meeting with a recommendation for the SC to recommend approval by the BOD.

Below is a visual representation of the time allocated for TAC review for each Interpretive Report draft developed.

Figure 2. Example timeline for each draft report to be reviewed by the CEC TAC. It is expected that there will be two draft reports reviewed by the TAC that follows this timeline. An Excel file of Response to Comments (RTC) and a revised document with tracked changes reflecting the RTC will be provided by the Contractor to the TAC.



TASK 4: TAC AND STEERING COMMITTEE MEETINGS

The Contractor is expected to attend and present at four (4) CEC TAC meetings and one SC meeting.

TAC meeting 1: Present summary of dataset for CEC Interpretive Report and a proposed annotated outline of the report. Contractor to provide examples of visualizations and data summaries that will be included in the report. Discuss comments with the TAC. TAC will determine if proposed data and approaches are approved for use in the report.

TAC meeting 2: Present a recommendation for external literature and/or data sets to be included when answering specific questions. The recommendation should be provided as a written document to be discussed during the TAC meeting. If additional funds are needed to complete the work, this should also be included as part of the recommendation. The Contractor will not proceed with external literature / data sets without agreement from the TAC; if additional funds are required, this must be approved by the BOD.

TAC meeting 3: Present draft (version 0.1) CEC Interpretive Report and discuss TAC comments; respond to report feedback in a Response to Comments tracker and provide a revised version 0.1 with tracked changes.

TAC meeting 4: Discuss feedback on the revised report (version 0.2) including an updated Response to Comments and a tracked changes version 0.2. The goal during this meeting is for the TAC to recommend approval of version 0.3. If there are substantial comments / changes requested during TAC meeting 3, the TAC may request an additional version be presented prior to a recommendation.

Steering Committee meeting 1: Present the Draft Final CEC Interpretive Report (version 0.3) to Steering Committee members; address report feedback.

TASK 5: FINALIZATION OF CEC INTERPRETIVE REPORT

The Contractor shall provide a presentation to the DRMP Steering Committee on the Draft Final Interpretive Report (i.e., version 0.3) recommended by the CEC TAC.

A Draft Final CEC Interpretive Report will be provided to the DRMP Steering Committee for review. The Draft Final CEC Interpretive Report will be submitted to the Steering Committee at least three weeks prior to a Steering Committee meeting to allow 10 business days for review, three business days for the Contractor to address comments, and a response to comment. Final modifications to the Draft Final CEC Interpretive Report will be made to address comments received from the Steering Committee. Pending recommendation of the document by the Steering Committee, the Steering Committee will provide the Revised Draft Final CEC Interpretive Report to the DRMP BOD for approval. The CEC Interpretive Report (version 1) will be finalized upon approval of the Revised Draft Final by the DRMP BOD.

TASK 6: PROJECT MANAGEMENT AND ADMINISTRATION

The Contractor shall ensure that the Agreement requirements are met through completion of monthly progress reports submitted to the DRMP with invoices, and through regular communication with the DRMP Program Manager.

The progress reports shall describe activities undertaken and accomplishments of each task, milestones achieved, and any problems encountered in the performance of the work under this Agreement. The description of activities and accomplishments of each task during the month shall be in sufficient detail to provide a basis for payment of the task within the invoice. During the months in which no work is performed, the progress report shall simply state no work was performed, and no compensation will be provided for the task.

All deliverables shall not be considered final until accepted and approved by the DRMP BOD.

Table 2. CEC Interpretive Report Deliverables and Due Dates.

Task	Deliverables	Due Date
Task 1: Data Analysis	Compilation of CEC results with metadata proposed to be used in the Interpretive Report.	
Task 2: External Literature Review	Recommendation to the TAC for external literature / data sets to be utilized when answering specific questions (must be	

Task	Deliverables	Due Date
	approved by the TAC) (TAC meeting 2).	
Task 3: Draft CEC Interpretive Report	Draft CEC Interpretive Report (version 0.1)	
	Responses to Comments	
	Revised Draft CEC Interpretive Report (version 0.2)	
	Responses to Comments	
Task 4: TAC and Steering Committee Meetings	Presentation on dataset and planned analyses to the CEC TAC (TAC Meeting 1)	
	Presentation of draft report to the CEC TAC (TAC Meeting 3)	
	Presentation on revised draft report to the CEC TAC (TAC Meeting 4)	
Task 5: Final CEC Interpretive Report	Draft Final CEC Interpretive Report for Steering Committee Review	
	Revised Draft Final CEC Interpretive Report for BOD Approval	
	Final CEC Interpretive Report	
Task 6: Project Management and Administration	Monthly Progress Reports	Monthly after contract execution.

BUDGET

The budget should be summarized by task (**Table 3**) and also detailed by task, personnel, hourly rate, hours, and cost (**Table 4**).

Table 3. CEC Interpretive Report Budget.

Task	Costs
Task 1: Data Analysis	
Task 2: External Literature Review	
Task 3: Draft CEC Interpretive Report	
Task 4: TAC and Steering Committee Meetings	
Task 5: Final CEC Interpretive Report	
Task 6: Project Management and Administration	
TOTAL	

Table 4. Detailed CEC Interpretive Budget (including Subcontractors, if applicable).

Task	Agency	Personnel	Hourly Rate	Hours	Costs
Task 1: Data Analysis					
Task 2: External Literature Review					
Task 3: Draft CEC Interpretive Report					
Task 4: TAC and Steering Committee Meetings					
Task 5: Final CEC Interpretive Report					
Task 6: Project Management and Administration					
				TOTAL	

REFERENCES

Anderson, P.D., Denslow, N.D., Drewes, J.E., Olivieri, A.W., Schlenk, D., Scott, G.I., Snyder, S.A. 2012. Monitoring strategies for chemicals of emerging concern (CECs) in California's aquatic ecosystems. Recommendations of a Science Advisory Panel. Final Report. Southern California Coastal Water Research Project Authority, Technical Report 692, 215 pp. https://www.waterboards.ca.gov/water_issues/programs/swamp/cec_aquatic/docs/cec_ecosystems_rpt.pdf

Drewes, Jörg E., Paul Anderson, Nancy Denslow, Derek C. G. Muir, Adam Olivieri, Daniel Schlenk, and Shane A. Snyder. 2023. Monitoring Strategies for Constituents of Emerging Concern (CECs) in California's Aquatic Ecosystems Recommendations of a Science Advisory Panel. Final Report. Southern California Coastal Water Research Project Authority, Technical Report 1302. 353 pp. https://ftp.sccwrp.org/pub/download/DOCUMENTS/TechnicalReports/1302_ConstituentsofEmergingConcern.pdf

Larry Walker Associates for the Central Valley Clean Water Association, Sacrament County Regional Sanitation District, Sacramento Stormwater Quality Partnership, and City of Stockton – San Joaquin County Stormwater Partnership. 2018. Central Valley Piloty Study for Monitoring Constituents of Emerging Concern (CECs) Work Plan. 25 pp. https://deltarmp.org/Water%20Quality%20Monitoring/CECs/drmp_cec_pilot_study.pdf

Appendix I: CEC Interpretive Report Outline

CEC Interpretive Report (2020 – 2023)

For Review by the DRMP Steering Committee

Submitted MM DD, YYYY

Approved MM DD, YYYY

Prepared By:

Table of Contents

List of Tables

No table of figures entries found.

List of Figures

No table of figures entries found.

List of Appendices

INTRODUCTION

BACKGROUND

DRMP CEC MONITORING GOALS

2016 STATEWIDE MONITORING PLAN QUESTIONS

DATA EVALUATION QUESTIONS AND HYPOTHESIS

SAMPLING STRATEGY

LOCATIONS, FREQUENCY, AND TIMING

ANALYTES, METHODS, AND COLLECTION

ADDITIONAL DATA EVALUATED (IF APPLICABLE)

COMPLETENESS, PRECISION, AND ACCURACY

List/description of tests that did not meet minimum test acceptability criteria and/or are considered invalid. List of data that did not meet measurement quality objectives. QAPP deviations and corrective actions.

CEC INTERPRETATION

DATA SUMMARY

Answering the 2016 Statewide Monitoring Plan questions, provide summaries of the data utilized by grouping data as appropriate by source and watershed. All constituents should be included.

DATA EVALUATION

Evaluate the effectiveness of the study design and potential improvements using the data evaluation questions identified in the SOW and at the beginning of this report.

CONCLUSIONS

RECOMMENDATIONS

Appendix II: Example of Data Products

EXAMPLE OF SUMMARY STATISTIC TABLE

Table 2 Concentrations of stormwater tracer CECs in San Francisco Bay Area in 2018–2021. Units are ng L^{-1}. Detection frequency (DF) reported as a percentage of samples analyzed. NA indicates a sample was not analyzed by the laboratory. 6PPDQ: 6PPD-quinone; DCU: 1,3-dicyclohexylurea; DPG: 1,3-diphenylguanidine; HMMM: hexa(methoxymethyl)melamine; NCBA: *N*-cyclohexyl-2-benzothiazolamine; 2,4-MoBT: 2-(4-morpholinyl)benzothiazole; 2-NH_2-BTH: 2-amino-benzothiazole; 2-OH-BTH: 2-hydroxy-benzothiazole; BTR: benzotriazole; 5-methyl-1*H*-BTR: 5-methyl-1*H*-benzotriazole

		Open Bay ($n = 4$)		Near-field ($n = 3$)		Reference ($n = 4$)		Urban stormwater ($n = 21$)			
Analyte class	Analyte	Min	Max	Min	Max	Min	Max	Min	Median	Max	DF [%]
Vehicle-derived	6PPDQ[a]	<MDL	<MDL	16	28	<MDL	1.5	25	97	240	100
	DCU	<MDL	12	36	60	<MDL	100	36	120	1100	100
	DPG	14	90	180	660	5.6	780	290	1200	6700	100
	HMMM	11	57	130	2700	0.84	44	290	990	7400	100
	NCBA	<MDL	<MDL	<MDL	5.5	<MDL	4.2	<MDL	31	100	86
	2,4-MoBT	<MDL	<MDL	<MDL	<MDL	<MDL	5.9	<MDL	39	88	81
BTH/BTR	2-NH_2-BTH	<MDL	<MDL	<MDL	<MDL	<MDL	15	<MDL	22	58	81
	2-OH-BTH	<MDL	96	19	1100	<MDL	250	<MDL	310	3400	86
	5-Methyl-1*H*-BTR	56	3200	<MDL	170	<MDL	18	<MDL	430	7400	86
	BTR	250	4700	<MDL	1500	<MDL	110	<MDL	290	2200	86
PPCPs	Caffeine	22	38	790	1300	2.6	55	120	700	8500	100
	Cetirizine	<MDL	21	1.1	2.8	<MDL	1.5	<MDL	1.3	13	81
	Cotinine	5.2	15	13	16	<MDL	5.6	8.2	24	130	100
	Ibuprofen	<MDL	35	<MDL	<MDL	<MDL	<MDL	<MDL	130	4100	62
	Triclosan	<MDL	1.1	<MDL	<MDL	<MDL	<MDL	<MDL	<MDL	5.7	24
Pesticides	Carbendazim	7.0	31	43	110	<MDL	23	39	81	530	100
	DEET	<MDL	9	9.9	18	<MDL	10	6.5	25	110	100
	Diuron	7.4	33	130	2000	0.69	150	100	280	1400	100
	Prometon	<MDL	<MDL	<MDL	8.2	<MDL	<MDL	<MDL	0.38	18	57
	Imidacloprid	<MDL	<MDL	<MDL	95	<MDL	36	<MDL	27	410	90
	Thiamethoxam	<MDL	<MDL	<MDL	<MDL	<MDL	<MDL	<MDL	<MDL	12	14
	Clothianidin	<MDL	<MDL	<MDL	7.5	<MDL	24	<MDL	<MDL	20	19
	Mecoprop[b]	NA		NA		<MDL	18	<MDL	19	260	79
	PCP[b]	NA		NA		7.4	25	94	300	450	100

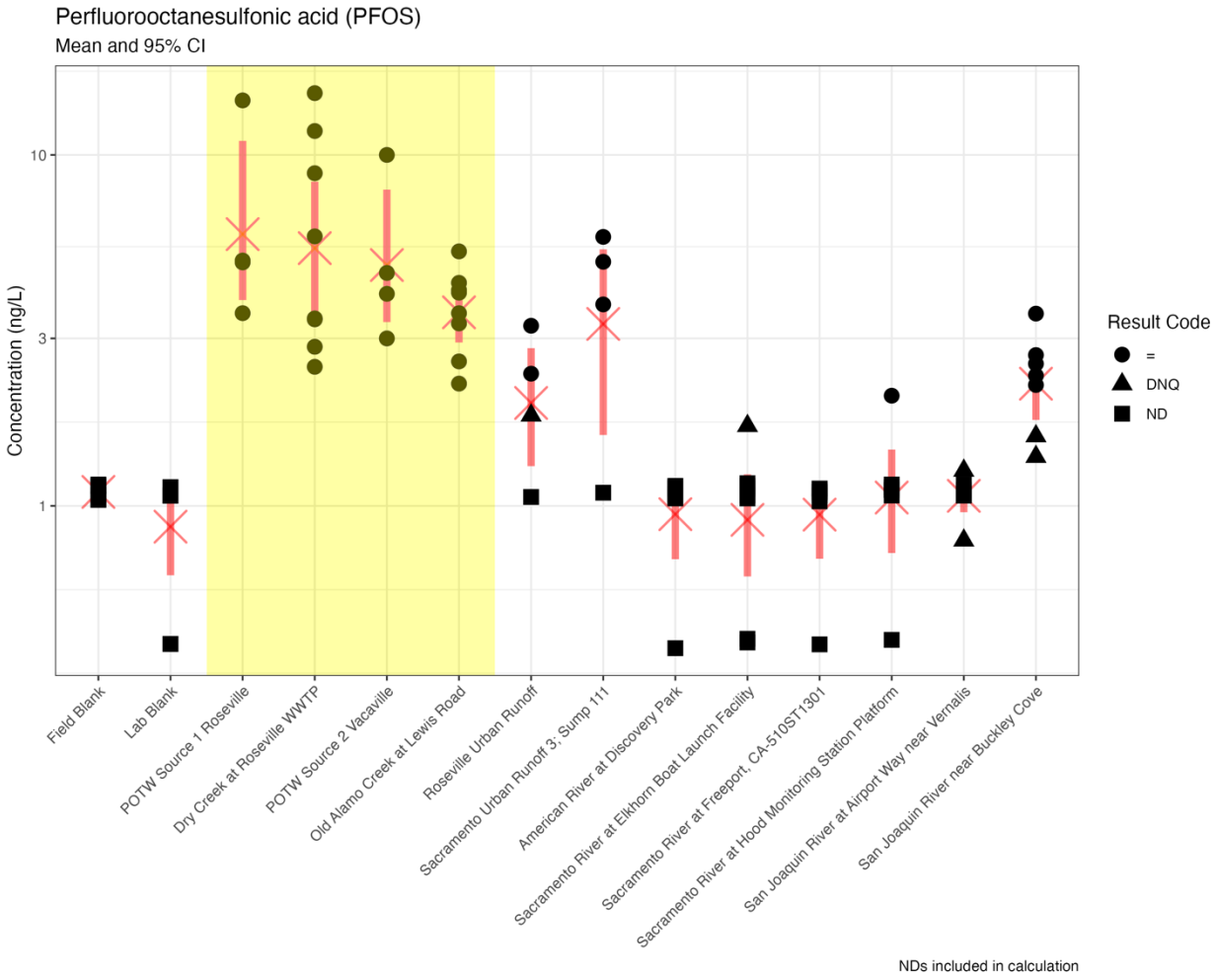
[a] 6PPDQ data collected only in 2021 ($n = 4$ open Bay, $n = 3$ near-field, $n = 2$ reference sites, $n = 8$ urban stormwater; highest concentration detection at a given site considered to calculate median). [b] Mecoprop and PCP data collected at $n = 14$ urban stormwater sites (analyzed in only one 2021 sampling event, 1/26–27/2021).

DRMP CEC Interpretive Report Scope
Approved by DRMP BOD

EXAMPLE OF HEAT MAPS

DRMP CEC Interpretive Report Scope
Approved by DRMP BOD

EXAMPLE OF POINT PLOTS



DRMP CEC Interpretive Report Scope
Approved by DRMP BOD

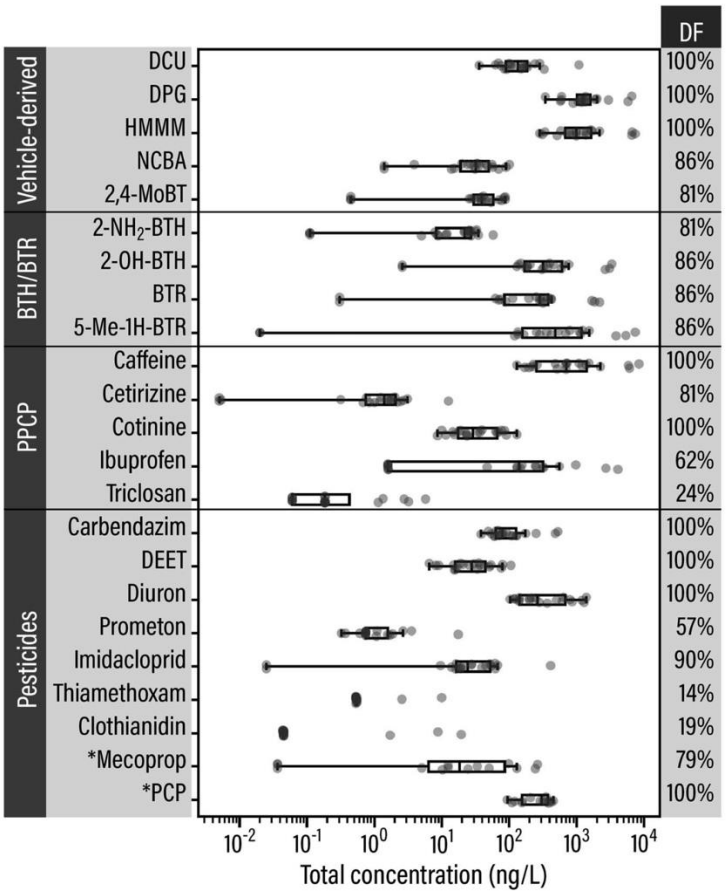


Fig. 2 Box-and-whisker plot summarizing stormwater CEC concentrations in urban stormwater samples, for vehicle-derived compounds, benzothiazoles/benzotriazoles (BTH/BTR), pharmaceuticals and personal care products (PPCP), and pesticides. Detection frequencies (DF) are based on 21 urban stormwater samples, except for analytes denoted by asterisk (*): mecoprop and pentachlorophenol (PCP) ($n = 14$). Boxes indicate 25th–75th percentile, whiskers indicate 10th–90th percentile, and a point is plotted for every sampling event, with all non-detects (*i.e.*, concentrations <MDL) plotted as 0.5*MDL (see Table S8† for MDL values). 6PPDQ: 6PPD-quinone; DCU: 1,3-dicyclohexylurea; DPG: 1,3-diphenylguanidine; HMMM: hexa(methoxymethyl)melamine; NCBA: *N*-cyclohexyl-2-benzothiazolamine; 2,4-MoBT: 2-(4-morpholinyl)benzothiazole; 2-NH_2-BTH: 2-amino-benzothiazole; 2-OH-BTH: 2-hydroxy-benzothiazole; BTR: benzotriazole; 5-Me-1*H*-BTR: 5-methyl-1*H*-benzotriazole.

Appendix III: CEC Pilot Study Site Locations

Table 5. CEC Pilot Study Monitoring Stations (Years 1 through 3).

Station Name	Station Code	Target Latitude	Target Longitude	Year Monitored
American River at Discovery Park	519AMNDVY	38.60094	-121.5055	Year 1
Dry Creek at Roseville WWTP	519DRYCRK	38.734098	-121.3144446	Year 1
Old Alamo Creek at Lewis Road	511SOL011	38.34643	-121.89702	Year 1
Sacramento River at Elkhorn Boat Launch Facility	519SUT108	38.67245	-121.625	Year 1
Sacramento River at Freeport, CA-510ST1301	510ST1301	38.45555	-121.50194	Year 1
Sacramento River at Hood Monitoring Station Platform	510SACC3A	38.36771	-121.5205	Year 1
Sacramento River at Veterans Bridge-03SWSBIO-519ST1309	519ST1309	38.67468	-121.62751	Year 1
Sacramento River/Freeport-510ST1317	510ST1317	38.4556	-121.5019	Year 1
San Joaquin R at Buckley Cove	544LSAC13	37.971833	-121.373619	Year 1
San Joaquin River at Airport Way near Vernalis	541SJC501	37.67555556	-121.2641667	Year 1
San Joaquin River near Buckley Cove	544SJRNBC	37.97417	-121.37601	Year 1
American River at Discovery Park	519AMNDVY	38.60094	-121.5055	Year 2
Dry Creek at Roseville WWTP	519DRYCRK	38.734098	-121.3144446	Year 2
Old Alamo Creek at Lewis Road	511SOL011	38.34643	-121.89702	Year 2
POTW Source 1	519POTW01	38.73402	-121.32185	Year 2
POTW Source 2	511POTW02	38.34662	-121.901601	Year 2
Roseville Urban Runoff	519PGC010	38.80477	-121.32733	Year 2
Sacramento River at Elkhorn Boat Launch Facility	519SUT108	38.67245	-121.625	Year 2
Sacramento River at Freeport, CA-510ST1301	510ST1301	38.45555	-121.50194	Year 2
Sacramento River at Hood Monitoring Station Platform	510SACC3A	38.36771	-121.5205	Year 2
Sacramento River at Veterans Bridge-03SWSBIO-519ST1309	519ST1309	38.67468	-121.62751	Year 2
Sacramento River/Freeport-510ST1317	510ST1317	38.4556	-121.5019	Year 2
Sacramento Urban Runoff 3; Sump 111	519SACUR3	38.60127	-121.492956	Year 2
San Joaquin R at Buckley Cove	544LSAC13	37.971833	-121.373619	Year 2

DRMP CEC Interpretive Report Scope
Approved by DRMP BOD

Station Name	Station Code	Target Latitude	Target Longitude	Year monitored
San Joaquin River at Airport Way near Vernalis	541SJC501	37.67555556	-121.2641667	Year 2
San Joaquin River near Buckley Cove	544SJRNBC	37.97417	-121.37601	Year 2
Dry Creek at Cook Riolo Rd bridge	519DRYCRB	38.73672	-121.3367	Year 3
Dry Creek at Roseville WWTP	519DRYCRK	38.734098	-121.3144446	Year 3
Dry Creek at Watt Ave bridge	519DRYWAB	38.73456	-121.3929	Year 3
New Alamo Creek downstream of confluence between New and Old Alamo Creeks	511NACDOA	38.329789	-121.860019	Year 3
New Alamo Creek upstream of confluence with Old Alamo Creek	511NACUOA	38.329939	-121.888569	Year 3
Old Alamo Creek at Chicorp Ln.	511OACCLN	38.347147	-121.887617	Year 3
Old Alamo Creek at Sunnybrook Ln.	511OACSBL	38.344197	-121.869089	Year 3
POTW Source 1	519POTW01	38.73402	-121.32185	Year 3
POTW Source 2	511POTW02	38.34662	-121.901601	Year 3
Roseville Urban Runoff	519PGC010	38.80477	-121.32733	Year 3
Sacramento Urban Runoff 3; Sump 111	519SACUR3	38.60127	-121.492956	Year 3
Steelhead Creek main stem downstream of confluence with Dry Creek	519SHCDDC	38.66407	-121.4772	Year 3
Steelhead Creek main stem downstream of Robla and Steelhead Creek confluence	519SHCDRC	38.6565	-121.475453	Year 3
Terminus of Dry Creek at Rio Linda Blvd	519DRYRLB	38.67109	-121.45415	Year 3
Terminus of New Alamo Creek at Rio Dixon Rd before confluence with Ulatis Creek	511NACARD	38.336511	-121.823136	Year 3
Terminus of Old Alamo Creek upstream of confluence with New Alamo Creek	511OACUNA	38.329869	-121.869231	Year 3

Table 6. Sampling locations for CEC Year 2.

CEDEN Station Code	CEDEN Station Name	Matrix	Latitude [1]	Longitude [1]
510SACC3A	Sacramento River at Hood Monitoring Station Platform	Water, Bivalve Tissue	38.367739	-121.521217
510ST1301	Sacramento River at Freeport	Water, Bivalve Tissue	38.455413	-121.501925
510ST1317	Sacramento River/Freeport-510ST1317	Fish Tissue	38.4592	-121.50252
511POTW02	POTW Source No. 2	Water	38.3466	-121.901603
511SOL011	Old Alamo Creek at Lewis Road	Water, Sediment	38.34649	-121.89686
519AMNDVY	American River at Discovery Park	Water, Bivalve Tissue, Sediment	38.60083	-121.50458
519DRYCRK	Dry Creek at Roseville WWTP	Water, Sediment	38.7342	-121.31444
519PGC010	Roseville Urban Runoff	Water	38.80474	-121.32738
519POTW01	POTW Source No. 1	Water	38.73404	-121.32186
519SACUR3	Sacramento Urban Runoff 3; Sump 111	Water	38.60127	-121.49299
519ST1309	Sacramento River at Veterans Bridge-03SWSBIO-519ST1309	Fish Tissue	38.67299	-121.62657
519SUT108	Sacramento River at Elkhorn Boat Launch Facility	Water, Bivalve Tissue	38.672077	-121.625008

541SJC501	San Joaquin River at Airport Way near Vernalis	Water, Bivalve Tissue, Fish Tissue	37.67571	-121.2649
544LSAC13	San Joaquin R at Buckley Cove	Fish Tissue	37.97768	-121.38235
544SJRNBC	San Joaquin River near Buckley Cove	Water, Bivalve Tissue	37.97124	-121.37426

[1] Latitude and longitude measurements recorded in the field.

Table 7. Sampling site information for CEC Year 3 CEC monitoring.

Event	CEDEN Station Code	CEDEN Station Name	Site ID	Station Type	Agency	Latitude	Longitude
1	519SACUR3	Sacramento Urban Runoff 3; Sump 111	MS4	Runoff	MLJ	38.60127	-121.49296
1	519PGC010	Roseville Urban Runoff	MS4	Runoff	MLJ	38.80477	-121.32733
1	511POTW02	POTW Source 2	EFF	Effluent	MLJ	38.34664	-121.90156
1	511OACCLN	Old Alamo Creek at Chicorp Ln.	R1	Gradient Study Area 2	MLJ	38.347147	-121.887617
1	511OACSBL	Old Alamo Creek at Sunnybrook Ln.	R2	Gradient Study Area 2	MLJ	38.344197	-121.869089
1	511OACUNA	Terminus of Old Alamo Creek upstream of confluence with New Alamo Creek	R3	Gradient Study Area 2	MLJ	38.329869	-121.869231
1	511NACUOA	New Alamo Creek upstream of confluence with Old Alamo Creek	R4	Gradient Study Area 2	MLJ	38.329939	-121.888569
1	511NACDOA	New Alamo Creek downstream of confluence between New and Old Alamo Creeks	R5	Gradient Study Area 2	MLJ	38.329789	-121.860019
1	511NACARD	Terminus of New Alamo Creek at Rio Dixon Rd before confluence with Ulatis Creek	R6	Gradient Study Area 2	MLJ	38.336511	-121.823136
1	519DRYCRK	Dry Creek at Roseville WWTP	R0	Gradient Study Area 1	MLJ	38.7341	-121.31444
1	519POTW01	POTW Source 1	EFF	Effluent	MLJ	38.73402	-121.32185
1	519DRYCRB	Dry Creek at Cook Riolo Rd bridge	R1	Gradient Study Area 1	MLJ	38.73672	-121.33670
1	519DRYWAB	Dry Creek at Watt Ave bridge	R2	Gradient Study Area 1	MLJ	38.73456	-121.39290
1	519DRYRLB	Terminus of Dry Creek at Rio Linda Blvd	R3	Gradient Study Area 1	MLJ	38.67109	-121.45415
1	519SHCDDC	Steelhead Creek main stem downstream of confluence with Dry Creek	R5	Gradient Study Area 1	MLJ	38.66407	-121.47720
1	519SHCDRC	Steelhead Creek main stem downstream of Robla and Steelhead Creek confluence	R7	Gradient Study Area 1	MLJ	38.6565	-121.475453
2	519SACUR3	Sacramento Urban Runoff 3; Sump 111	MS4	Runoff	MLJ	38.60127	-121.49296
2	519PGC010	Roseville Urban Runoff	MS4	Runoff	MLJ	38.80477	-121.32733
2	519DRYCRK	Dry Creek at Roseville WWTP	R0	Gradient Study Area 1	MLJ	38.7341	-121.31444
2	519POTW01	POTW Source 1	EFF	Effluent	MLJ	38.73402	-121.32185
2	519DRYCRB	Dry Creek at Cook Riolo Rd bridge	R1	Gradient Study Area 1	MLJ	38.73672	-121.33670
2	519DRYWAB	Dry Creek at Watt Ave bridge	R2	Gradient Study Area 1	MLJ	38.73456	-121.39290
2	519DRYRLB	Terminus of Dry Creek at Rio Linda Blvd	R3	Gradient Study Area 1	MLJ	38.67109	-121.45415

DRMP CEC Interpretive Report Scope
Approved by DRMP BOD

Event	CEDEN Station Code	CEDEN Station Name	Site ID	Station Type	Agency	Latitude	Longitude
2	519SHCDDC	Steelhead Creek main stem downstream of confluence with Dry Creek	R5	Gradient Study Area 1	MLJ	38.66407	-121.47720
2	519SHCDRC	Steelhead Creek main stem downstream of Robla and Steelhead Creek confluence	R7	Gradient Study Area 1	MLJ	38.6565	-121.475453
2	511POTW02	POTW Source 2	EFF	Effluent	MLJ	38.34664	-121.90156
2	511OACCLN	Old Alamo Creek at Chicorp Ln.	R1	Gradient Study Area 2	MLJ	38.347147	-121.887617
2	511OACSBL	Old Alamo Creek at Sunnybrook Ln.	R2	Gradient Study Area 2	MLJ	38.344197	-121.869089
2	511OACUNA	Terminus of Old Alamo Creek upstream of confluence with New Alamo Creek	R3	Gradient Study Area 2	MLJ	38.329869	-121.869231
2	511NACUOA	New Alamo Creek upstream of confluence with Old Alamo Creek	R4	Gradient Study Area 2	MLJ	38.329939	-121.888569
2	511NACDOA	New Alamo Creek downstream of confluence between New and Old Alamo Creeks	R5	Gradient Study Area 2	MLJ	38.329789	-121.860019
2	511NACARD	Terminus of New Alamo Creek at Rio Dixon Rd before confluence with Ulatis Creek	R6	Gradient Study Area 2	MLJ	38.336511	-121.823136

APPENDIX II: DRMP CONTRACT

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter "Agreement"), is effective the first day of July, 2025, by and between the **DELTA REGIONAL MONITORING PROGRAM,** a California nonprofit public benefit corporation with its principal place of business in Sacramento, California (hereinafter "DRMP"), and the **CONTRACTOR NAME,** [BUSINESS TYPE], with its principal place of business in [CITY, STATE] (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, DRMP desires to retain CONTRACTOR for the purpose of providing DRMP with technical program management services, and CONTRACTOR desires to provide such services to DRMP pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Retention of CONTRACTOR. Subject to the terms and conditions set forth herein, DRMP hereby retains CONTRACTOR to provide DRMP with technical program management services, and CONTRACTOR hereby accepts the independent contractor position with DRMP.

2. Responsibilities of CONTRACTOR. CONTRACTOR shall provide the services described in **Attachment A** to this Agreement, attached hereto and incorporated herein by this reference.

3. Responsibilities of DRMP. Subject to any limitations contained in the law or DRMP's bylaws, DRMP shall promptly provide to CONTRACTOR any and all information and documentation in DRMP's possession that will assist CONTRACTOR in fulfilling its obligations under this Agreement.

4. Fees. In consideration for the services rendered by CONTRACTOR, DRMP shall pay CONTRACTOR fees in an amount not to exceed $XX,XXX.00 during the term of this Agreement.

CONTRACTOR shall invoice DRMP on a monthly basis (no later than the 10th day of each month) for all services provided and expenses incurred in the previous month. Invoices shall include as much detail as is reasonably prescribed by DRMP. DRMP shall pay invoices within 30 days of receipt.

5. Term. The term of this Agreement shall be for the period commencing [START DATE], and terminating [END DATE], or when terminated earlier pursuant to the termination provision below.

6. Termination. This agreement may be terminated by either party for good cause upon written notice to the other party. Good cause may include but is not limited to a material breach of any provision of this Agreement or circumstances beyond the control of either party which make the agreement impossible to perform or delay. Provided however, that if the good cause for termination is one that can be cured, the party receiving notice of

termination shall have 10 days from receipt of the notice in which to cure. If the breach is cured within the 10 day period, the Agreement shall continue as if there had been no breach. If the party fails to cure, then the Agreement shall terminate at the end of the 10 day period.

If the good cause for termination is one that cannot be cured, the Agreement shall terminate immediately upon receipt of the notice of termination by the other party.

Within thirty (30) days of receipt of a final invoice, DRMP shall pay to CONTRACTOR all amounts due and owing to CONTRACTOR for compensation earned up to the date of termination provided that CONTRACTOR is not in breach of any term or condition of this Agreement at the time of termination. If CONTRACTOR is in breach of any term or condition of this Agreement at the time of termination, DRMP, in its sole discretion, shall determine the amount of compensation, if any, due and payable to CONTRACTOR as of the date of termination. In the event amounts have been paid by DRMP in advance, CONTRACTOR shall immediately refund to DRMP any amounts that are un-earned at the effective time of termination.

7. Property of DRMP. The parties agree that all work product resulting from this Agreement, whether finished or unfinished, shall be owned solely and exclusively by DRMP and all intellectual property rights to work product resulting from this Agreement shall vest solely in DRMP. All intellectual and personal property, in whatever form, finished or unfinished, developed, prepared for or purchased for DRMP by CONTRACTOR or others pursuant to this Agreement, will be exclusively the property of DRMP, and CONTRACTOR agrees to deal with it as such.

Within 15 days after the effective date of termination of this Agreement or at any time at the request of DRMP, CONTRACTOR shall return to DRMP any and all information, documentation, databases, records, or materials, in whatever form, which CONTRACTOR has in its possession which belong to DRMP (purchased for or prepared for DRMP) or which in any way relate to the services rendered pursuant to this Agreement. CONTRACTOR shall cooperate fully and promptly and in good faith to transfer all such intellectual property, personal property, and work product to DRMP or the designee of DRMP's choosing.

8. Confidential/proprietary Information. CONTRACTOR acknowledges and agrees that any and all non-public, proprietary information marked "confidential" or represented as confidential which is provided to or obtained by CONTRACTOR from DRMP's officers, directors, or employees, contractors, attorneys, or from documentation or by any other means, and the data, information and reports resulting from CONTRACTOR's activities pursuant to this Agreement, is confidential, proprietary information of DRMP. CONTRACTOR agrees to maintain in confidence all such data, information and reports as confidential, proprietary information and hereby agrees not to use or disclose said data, information and reports to any third party without the prior written consent of DRMP.

This provision regarding proprietary information shall survive the expiration or termination of this Agreement. All confidential and proprietary information provided to CONTRACTOR shall be returned to DRMP within fifteen (15) days of DRMP's request or upon the expiration or termination of this Agreement. In the event CONTRACTOR receives a lawful notice requiring production of any such proprietary information, CONTRACTOR shall promptly give

notice to DRMP and reasonably cooperate with DRMP, at DRMP's expense and request, to assist DRMP in taking steps to prevent or minimize the requested production.

9. Indemnification. CONTRACTOR agrees to indemnify and hold DRMP, its officers, directors, agents, and employees harmless and render DRMP, its officers, directors, agents and employees an immediate defense, including retention of legal counsel of DRMP's choice, against any and all liabilities, losses, costs, damages, attorneys' fees, and any other expenses which DRMP, its officers, directors, agents, and employees may sustain or incur as a result of CONTRACTOR's (or CONTRACTOR's owners', officers', directors', employees', agents' or subcontractors') breach of this Agreement or CONTRACTOR's (or CONTRACTOR's owners', officers', directors', employees', agents' or subcontractors') acts or omissions during the course of providing services pursuant to this Agreement.

10. No Partnership/No Liability. The parties hereto acknowledge and agree that the relationship between DRMP and CONTRACTOR is an independent contractor relationship and no other. Nothing contained in this Agreement shall create or be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that DRMP is not a partner with CONTRACTOR, whether general or limited and no activities of CONTRACTOR or DRMP or statements made by CONTRACTOR or DRMP shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship. CONTRACTOR shall not have the right or power to create any liability on behalf of DRMP as a result of execution of this Agreement.

11. CONTRACTOR's Employees, Agents, and Subcontractors

a. CONTRACTOR shall furnish at CONTRACTOR's own discretion, selection and expense, the employees, agents, or subcontractors which are necessary to provide services pursuant to this Agreement.

b. CONTRACTOR shall be solely responsible for the direction and control of the employees, agents, and subcontractors of CONTRACTOR, if any, performing services for CONTRACTOR, including their selection, hiring, firing, supervision, assignment, and direction, the setting of wages, benefits, hours and working conditions, and the adjustment of their grievances. CONTRACTOR and CONTRACTOR's employees, agents, or subcontractors shall receive no benefits from DRMP. CONTRACTOR shall determine the method, means and manner of the performance of the work of its employees, agents, and subcontractors based on the obligations required by this Agreement.

c. CONTRACTOR shall be solely responsible for the negligent or intentional acts or omissions of its employees, agents and subcontractors who are retained incident to providing services pursuant to this Agreement.

d. CONTRACTOR assumes full and sole responsibility for the payment of all fees, wages, benefits and expenses of its employees, agents, and subcontractors, if any, and for all state and federal income tax withholding, unemployment insurance, workers compensation insurance, and social security or other taxes as to all persons employed by

CONTRACTOR in the performance of services under this Agreement, and CONTRACTOR shall be responsible for meeting and fulfilling the requirements of all regulations now or hereafter prescribed by legally constituted authority with respect thereto. DRMP shall not be responsible for the wages, benefits or expenses due CONTRACTOR's employees, agents or subcontractors nor for income tax withholding, social security, unemployment, workers compensation, or other payroll taxes of CONTRACTOR's employees, agents or subcontractors.

e. The parties acknowledge, intend and agree that neither CONTRACTOR, nor any of CONTRACTOR's employees, agents or subcontractors, shall be considered a "leased employee" of DRMP within the meaning of the Internal Revenue Code of 1986, as amended, nor shall any such individual be eligible or entitled to participate in any benefit plan sponsored by DRMP.

12. Insurance. CONTRACTOR shall, at CONTRACTOR's own expense, maintain insurance acceptable to DRMP in full force and effect throughout the term of this Agreement as follows:

A. Minimum Limits of Insurance. CONTRACTOR shall maintain limits of insurance no less than:

(1) General Liability: $2,000,000 combined single limit per occurrence for bodily injury and property damage.

(2) Workers' Compensation: If CONTRACTOR has employees, workers' compensation as required by law.

(3) Errors and Omissions Insurance: $2,000,000 per occurrence.

(4) Appropriate automobile insurance to cover acts or omissions of any owner, officer, director, or employee of CONTRACTOR while working on DRMP business.

13. Statement of Nondiscrimination. CONTRACTOR agrees that, during the performance of this Agreement, it shall not discriminate against any employee or applicant for employment because of race, color, religion, religious creed (including religious dress and religious grooming), national origin, ancestry, citizenship, age, physical or mental disability, legally-protected medical condition or information (including genetic information), family care or medical leave status, sex, gender, gender identity, gender expression, transgender status, sex stereotype, pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions, military caregiver status, military status, veteran status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by federal, state, or local laws. CONTRACTOR agrees that it will fully comply with any and all applicable federal, state, and local equal employment opportunity statues, ordinances, and regulations, including, but not limited to those relating to civil rights, disabilities, discrimination and equal pay. Nothing in this section shall require CONTRACTOR to comply with or become liable under any law, ordinance, regulation, or rule that does not otherwise apply to CONTRACTOR.

14. Audit. CONTRACTOR agrees that it will make its records related to the performance of services under this Agreement available for audit by DRMP during the term of this Agreement and for up to three years after the date of final payment under this Agreement. DRMP agrees that such audit will be limited to those matters connected with the performance of this Agreement.

15. Standards of Performance. CONTRACTOR agrees that the services shall be performed in a manner that is timely, courteous, responsive, thorough and professional.

CONTRACTOR represents that it has the personnel, equipment, skills, and available resources necessary to perform the services under this Agreement in a competent, professional manner.

CONTRACTOR will perform in a way that reflects the DRMP's good name, goodwill, and reputation; the CONTRACTOR agrees to and shall at all times practice and use the highest degree of ethics, honesty, and morals in all business dealings.

16. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally, or when confirmed as sent via email, or when deposited in the United States mail or with an express mail carrier, postage prepaid if mailed, and addressed as follows:

DRMP	
All Notices:	**Billings:**
Debbie Mackey, President	Kathryn Garcia, Treasurer
c/o CVCWA	c/o CVCWA
101 W McKnight Way, Suite B103	101 W McKnight Way, Suite B103
Grass Valley, CA 95949	Grass Valley, CA 95949
Phone No.: (530) 268-1338	Phone No.: (209) 937-8232
Email: President@ DeltaRMP.org	Email: Treasurer@DeltaRMP.org

And

All Notices:	**Billings:**
Phone No.: ( )	Phone No.: ( )
Email:	Email:

The parties hereto may change their address as set forth in this paragraph by providing the other party with written notice thereof.

17. Attorneys' Fees and Venue. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other reasonable relief to

which it may be entitled from the non-prevailing party. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of Sacramento, State of California for any proceeding arising hereunder.

18. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services described in this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party that are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

19. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

20. Assignment. Neither party may assign or transfer this Agreement without the express written consent of the other party.

21. Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties hereto.

22. Amendment. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

23. Governing Law. This Agreement shall be construed and governed pursuant to the laws of the State of California.

24. Survival. The provisions of this Agreement which are necessary to enforce or interpret it in the event of a dispute, both as to the letter and spirit of the Agreement, shall survive the expiration or termination of this Agreement.

25. Force Majeure. DRMP and CONTRACTOR shall be excused for any delays in their respective performance of this Agreement if such delay is unavoidably caused by the acts of any governmental authority (including but not limited to “shelter in place” orders or similar declarations), epidemic/pandemic, war, acts of God, the elements, strikes or walkouts, or any other causes reasonably beyond that party’s control. Each party shall use reasonable diligence to avoid any such delay, shall give the other notice thereof and shall resume performance under this Agreement as promptly as possible.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

DELTA REGIONAL MONITORING PROGRAM

Date:_____ By:_____
Debbie Mackey, Board President

CONTRACTOR

Date:_____ By:_____
Signature of authorized contractor representative

_____
Type of print name of authorized signatory

ATTACHMENT A

SCOPE OF WORK