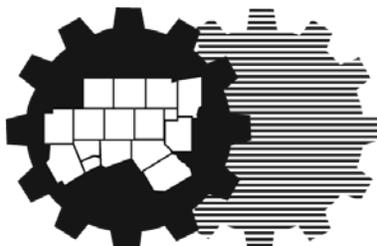


**REQUEST FOR STATEMENT OF QUALIFICATIONS
REGIONAL STORMWATER MONITORING**



**North Central Texas
Council of Governments**

RFSQ-NCT-2017-16

Issued: JUNE 19, 2017

Submission Deadline: JULY 19, 2017

NOTICE TO FIRMS: ANY FURTHER INFORMATION OR AMENDMENTS TO THIS SOLICITATION SHALL BE POSTED ON THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS' WEBSITE AT <http://www.nctcog.org/aa/RFP.asp>. AMENDMENTS SHALL NOT BE FAXED, EMAILED OR MAILED. IT IS THE SUPPLIER'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY SOLICITATION CHANGES DURING THE RFSQ RESPONSE TIME.

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Questions regarding this RFSQ should be directed to:

Derica Peters
North Central Texas Council of Governments
Environment and Development Department
616 Six Flags Drive, Centerpoint Two
Arlington, TX 76011
dpeters@nctcog.org
817-695-9217

SECTION 1: OVERVIEW

- 1.01 NCTCOG Overview. The North Central Texas Council of Governments (hereafter NCTCOG) is a voluntary association of, by, and for local governments and was established to assist local governments in planning for common needs, cooperating for mutual benefit and coordinating for sound regional development.

NCTCOG serves a 16-county metropolitan region centered around the two urban centers of Dallas and Fort Worth. Currently the Council has 240 members, including 16 counties, 170 cities, 24 independent school districts, and 30 special districts. The area of the region is approximately 12,800 square miles, which is larger than nine states, and the population of the region is over 7 million, which is larger than 38 states.

NCTCOG's governing structure is as follows: each member government appoints a voting representative from their governing body. These voting representatives make up the General Assembly which annually elects an 18-member Executive Board. The Executive Board is supported by policy development, technical advisory, and study committees, as well as a professional staff.

- 1.02 Purpose of RFSQ. NCTCOG's Environment & Development Department is issuing this Request for Statement of Qualifications (RFSQ) for technical environmental consultant assistance with a regional storm water monitoring program (regional program) of member entities for compliance with Texas Commission on Environmental Quality (TCEQ) Municipal Separate Storm Sewer System (MS4) Texas Pollutant Discharge Elimination System (TPDES) permits for municipal storm water discharges. The regional program is beginning its 4th 5-year permit term and is being conducted in cooperation with the cities of Dallas, Fort Worth, Arlington, Garland, Irving, Plano, and Mesquite, and North Texas Tollway Authority (NTTA). Each entity has the option to participate in this contract, depending on the outcome of the selection and contract negotiation process. Deliverables may need to be adjusted based upon final agreement for participation.

In order to understand the program objectives, proposers should review the North Central Texas Regional Wet Weather Characterization Plan Proposal (RWWCP) (Attachment X) which has been submitted for approval in May 2017 to TCEQ for compliance with TPDES storm water permit requirements. The RWWCP includes a general approach with several variants so it is strongly recommended that the Respondent review this document for specifics. In general, there will be up to eight entities involved in the consultant contract. The City of Fort Worth and Dallas both plan to use their own staff to collect and analyze both the chemical and the biological samples. Most entities will need quarterly samples to be taken from up to three locations in a single watershed each year for four sequential years.

- 1.03 Contract Intent. NCTCOG intends to contract with a qualified Proposer for this 5-year permit term. Deliverable anticipated within the contract are described below. In addition to meeting TPDES permit requirements, both the NCTCOG and participating entities will be using the deliverables from this contract to support and enhance local understanding of regional water quality conditions. As such, the contractor will be asked to develop each deliverable considering the end-use of all deliverables with respect to conveying

information on local and regional water quality conditions to the general public and to the respective participating governing entities (e.g. City Councils, Planning Commissions, etc.)

All contract deliverables will be provided in electronic format, with one initial draft submittal provided to obtain NCTCOG and participant's comments, corrections and concerns, and one final submittal that incorporates comments as provided. A memorandum identifying resolution of comments should be provided with each final deliverable. Deliverables under this contract are anticipated to be:

Anticipated Contract Deliverables:

- 1. Site selection plan: Provide a document that outlines the approach to optimal site selection.** Specific locations of sampling sites in each watershed will be determined prior to each sampling year and will be submitted in each prior year's annual regional monitoring report.
- 2. Sampling and Analyses Plan and Protocols (SAPP):** Provide a document that outlines appropriate protocols to be used, frequency, type and location of sampling, equipment to be used, sample location documentation, and analytical laboratory methods, and data quality objectives (DQOs). Include a table summarizing sample holding times, laboratory methods to be used, and appropriate method detection limits. Include Geographic Information System (GIS)-based mapping that indicates sample locations by types, per watershed. Data validation methods and data quality assurance measures should also be outlined.
- 3. Best Management Practices (BMPs):** Provide a document that outlines the approach to analyze BMPs. In order to assess the impacts of BMPs, a greater effort will be made during this permit term to analyze the data and to provide a summary of the results of the data analysis. The data collected during this permit term will build upon the set of regional data needed from each site for meaningful trend analysis.
- 4. Annual Reports Summarizing Data (One for each Year's Sample Efforts):** Provide a general summary report that summarizes the methodology used for field and analytical efforts, and the results obtained for the watersheds sampled in that year. Provide GIS-based mapping that indicates sample locations, and analytical results per watershed sampled for each permit year report. Provide an estimate of annualized pollutant loading for the watersheds sampled, with an explanation of methodology used to perform this estimation.
- 5. Permit Term Summary Report (One Final Report Summarizing Sampling and Analyses for Permit Years 1 through 4):** Provide a Final Permit Term Summary Report that summarizes the methodology used for field and analytical efforts, and the collective regional results obtained for the watersheds sampled through this program. Provide GIS-based mapping that indicates sample locations, and analytical results per watershed sampled for each permit year report. Provide

a trend analyses of water quality conditions identified through this permit term, with respect to available data collected during the previous term. Provide a general summary analysis of water quality with respect to the Texas Surface Water Quality Criteria as set forth in 30 TAC Section 307, as currently amended. Provide an estimate of pollutant loading across the region, with an explanation of methodology used to perform this estimation.

- 6. Electronic Data:** Provide an electronic data deliverable that is consistent with the TCEQ Data Reporting requirements, and that is compatible with the GIS format used by the NCTCOG GIS database.

Changes to the deliverables may be revised upon agreement by the NCTCOG and the participating entities.

The Respondent will develop a revised regional sampling protocol based on the RWWCP and the prior permit terms regional monitoring protocol, available at:

http://www.nctcog.org/envir/SEEClean/stormwater/program-areas/monitoring/RFP/RFP_2017.asp

and seek its approval from NCTCOG and the participating entities. The Respondent is encouraged to conduct a thorough review of the regional monitoring protocol with respect to scientific viability and practicality while developing the protocol. The Respondent shall provide sample collection of storm water for field and laboratory analyses in accordance with this revised protocol. The services will also include delivery of the storm water samples to a qualified laboratory as proposed by the Respondent and agreed to by the regional program participants. The Respondent will demonstrate the availability of staff having competency with testing procedures and reporting requirements and other resources necessary to perform the described sample collection for one or more storm events at multiple predetermined locations within the participating entities' jurisdictions.

Although the watersheds to be sampled have been identified by the participating entities, exact sampling locations will need to be determined by the Contractor in consultation with the contracting entities and NCTCOG. The proposal is expected to include an approach for selecting optimal site locations. Automated sampling equipment used in the prior permit term will be made available for use by the selected Respondent. The selected Respondent will be asked to assess the status of each piece of equipment and to determine what, if anything, is needed to bring the equipment up to a mutually agreed upon standard. Each entity will be responsible for providing equipment that is in good working order. Once the equipment is found acceptable by the selected Respondent, the respondent will be asked to maintain the equipment in similar working condition throughout the term of the contract. Costs for such routine maintenance, including replacement parts as needed, can be included in the overall costs of the contract. Replacement of defective, damaged, or nonfunctional equipment as may be necessary due to adverse weather conditions, vandalism or normal use is not considered routine maintenance and will be the responsibility of the original owner.

The Contractor will provide a recommendation of one or more preferred laboratories to conduct the analytical portion of the monitoring program, and include laboratory costs for the analysis of the storm water samples in the overall proposal. Transfer of storm water

samples to this laboratory will require using proper chain-of-custody procedures. Field and laboratory analyses are expected to meet minimum regulatory requirements of the Environmental Protection Agency (EPA) and the TCEQ for storm water sampling and analyses, including quality assurance requirements. All laboratory analyses shall be performed by laboratories that have the appropriate National Environmental Laboratory Accreditation Program (NELAP) certification(s) to perform the analyses required under this contract. In addition, the laboratory should have the capability to perform the analyses within the stated data quality objectives including selected method detection limits. All data should be validated per TCEQ requirements for surface water quality data collection criteria, and the data quality objectives (DQOs) established in the Sampling Protocol.

SECTION 2: GENERAL INFORMATION

- 2.01 Administrative Guidance. The information provided herein is intended to assist Proposer(s) in the preparation of proposals necessary to properly respond to this RFSQ. The RFSQ is designed to provide interested Proposer(s) with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a submission's content or to exclude any relevant or essential data there from. Proposer(s) are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFSQ.
- 2.02 Funding. Once the most qualified contractor is selected, a contract scope of services and pricing proposal will be requested from that firm in order to negotiate a fair and reasonable price. Once a fair and reasonable price is negotiated, the recommended firm and proposed contract amount will be presented to the NCTCOG Executive Board for their review and approval.
If a fair and reasonable price cannot be negotiated, the NCTCOG will enter into negotiations with the next qualified firm.
Funding available for this 5-year work effort is not anticipated to exceed \$2,084,605.00. No other source of funding is available at this time.
- 2.03 Qualifications Response Outline. Qualifications must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All qualifications must be organized and tabbed to comply with the following sections:

Tab A LETTER OF TRANSMITTAL. The letter of transmittal must be limited to two pages, and must contain:

- I. Proposer's name and any assumed names
- II. Physical and mailing address
- III. A brief statement of the Proposer's understanding of the work to be done and a summary of its Proposal
- IV. The names, titles, addresses, email addresses and telephone numbers of the primary contact and other individuals authorized to make representations on behalf of the Proposer
- V. A statement that the person signing the transmittal letter is authorized to legally bind the Proposer
- VI. A statement that the Proposal will remain in effect until a contract has been finalized and a Purchase Order has been issued by NCTCOG to the Awarded Contractor(s)
- VII. Signature of person(s) authorized to legally bind the Proposer

Tab B EXECUTIVE SUMMARY. An executive summary will briefly describe the firm's approach and clearly indicate any options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the firm.

Tab C KEY PERSONNEL. Attach resumes for all managers, supervisors, and other team members who will be involved in the management of the total package of services, as well as the delivery of specific services. Designate contact person(s) for the

following: procurement process, negotiating potential contracts, and conducting presentations/interviews.

Tab D DETAILED BUSINESS PLAN. This section should constitute the major portion of the proposal and must contain a specific response to the request(s) below:

State the overall approach, defining major tasks and sub-tasks, of your firm in providing each of the requested services described in the Contract Intent (1.03) section of this RFSQ. Describe your understanding of the relevance of this project to the participating entities and to the North Central Texas area in general. Include the role to be played by each member of your proposed contract team.

Be sure to provide responses considering both:

Part A - Field Collection and Analysis of Storm Water Samples

Part B - Biomonitoring Sampling and Analysis

Additional details that will inform the response can be found in the TCEQ Stormwater Monitoring Permit and (Attachment X) which describes the following:

- History of the regional program
- Lessons learned and summary from the most recent permit term
- Characterization of the proposed program
 - Chemical sampling details
 - Bioassessments
 - Watershed details
 - Sampling parameters and metrics

Failure to provide written response to items indicated in this RFSQ will be interpreted by the NCTCOG as an *inability* by the firm to provide the requested product, service or function.

Tab E REFERENCES. Include at least three references for customers who have used services similar to those requested by the NCTCOG. Please include the organization's name, address, phone number and a contact person for each reference. The NCTCOG reserves the right to contact or visit any of the Proposer's current and/or past customers to evaluate the level of performance and customer satisfaction. Please also include a list of past and present clients.

Tab F AFFIRMATIVE ACTION PLAN. Include a copy of your affirmative action plan for review (if applicable).

Tab G MISCELLANEOUS. Miscellaneous additional information and attachments, if any, may be submitted by the firm.

2.04 Issuing office and RFSQ Reference Number. The Environment and Development Department of the NCTCOG is the issuing office for this RFSQ and all subsequent addenda

relating to it. The reference number for the RFSQ is NCT-2017-16. This number must be referenced on all qualifications, correspondence, and documentation relating to the RFSQ.

- 2.05 **RFSQ Submission.** Example Please submit 2 physical copies and 1 electronic copy (on disk or USB flash drive) of your response no later than 3:00 p.m. CDT, **Thursday, July 19, 2017** to:

North Central Texas Council of Governments
Environment and Development Department
Attn: Derica Peters
616 Six Flags Drive, CP II
Arlington, TX 76011

Faxed, emailed or late proposals will be ineligible and not accepted for consideration.

It is the responsibility of the Proposer(s) to ensure that the proposal is received in NCTCOG's office by the designated due date and time. NCTCOG assumes no responsibility for delays caused by postage, mail courier deliveries, email delays or any other form of delivery.

Proposal information is restricted and not publicly available until after award of a contract. All documents associated with the RFSQ, unless the Proposer indicates a portion of the proposal is proprietary, will be subject to public inspection in accordance with the Public Information Act. All information obtained in the course of this RFSQ will become property of the NCTCOG.

Proposals will be publicly opened at 3:00 pm. CDT on July 19, 2017 in Pecan Conference Room of the NCTCOG offices. Only the names of the Proposer(s) will be read aloud. No other information will be disclosed at this time.

- 2.06 **Inquiries.** Questions arising subsequent to the issuance of this RFSQ, that could have a significant impact on the responses to the RFSQ, should be submitted to dpeters@nctcog.org prior to July 1, 2017. Please reference RFSQ# NCT 2017-16 when submitting questions and use the following format:

Sender Name/Title:			
Sender Company:			
Sender Phone:			
Sender Email:			
Sender Questions			
Question	RFSQ Section	Paragraph #	Line #

Questions and answers will be consolidated and provided at the NCTCOG website at <http://www.nctcog.org/aa/RFP.asp> for all Proposers to read.

- 2.07 Solicitation Schedule The schedule for the RFSQ process and the work is given below. All times indicated are Central Standard Time (CST). NCTCOG may change this schedule at any time through the addenda process. It is each Proposer’s responsibility to check the website question and answer area for this RFSQ for current information regarding this RFSQ and its Calendar of Events through award of the Contract. <http://www.nctcog.org/aa/RFP.asp>

The anticipated schedule is as follows:

RFSQ Issued	JUNE 19, 2017
Pre-Proposal Conference	JUNE 26, 2017
Inquiry Period Ends	JUNE 27, 2017
Question/Answer Document Posted	JULY 7, 2017
SOQ Due Date	JULY 19, 2017
Interviews (Tentative)	JULY 27-28, 2017
Anticipated Award	AUGUST 24, 2017
Expected Contract Start Date	OCTOBER 1, 2017
Expected Contract End Date	SEPTEMBER 30, 2022

- 2.08 Time for Evaluation. All submissions shall remain valid for a minimum of 120 calendar days after the RFSQ Submission Due Date to allow adequate time for evaluation.
- 2.09 Evaluation of Qualifications. The NCTCOG may award a contract based on initial submissions received without discussion of such submissions with firms.
- 2.10 Interviews. The NCTCOG reserves the right to require an interview, including a presentation by the firm, to supplement their written submission. These presentations will be scheduled, if required, by Environment and Development Department after submissions are received and prior to the award of the Contract.
- 2.11 Award of the Contract. Upon completion of the evaluation process, the NCTCOG may award the Contract(s) to the Proposer whose submission is determined to be the most advantageous to the NCTCOG. The NCTCOG is the only agency authorized to award a Contract(s) for the proposed purchases.
- 2.12 Contract Period and Effective Date. The anticipated contract term will be for a total of five (5) years during which time the NCTCOG may terminate the contract at its discretion. The anticipated effective date of the contract is October 1, 2017. Each year under the contract, a Scope of Work will be developed and a Work Authorization issued defining activities to be undertaken and agreeing to finalized costs.
- 2.13 News Releases. News releases pertaining to the RFSQ, submissions, or the Contract will be made only by the NCTCOG.

SECTION 3: EVALUATION

3.01 Qualifications Evaluation Criteria. The criteria to be used to evaluate submissions are as follows:

Thoroughness of Proposal and Understanding of Overall Objectives	20
Recommended Approach to Perform and Produce Deliverables on schedule	30
Qualifications of Personnel Available for Task	15
Field Collection Experience, Past Performance, and References	30
Historically Underutilized Business (HUB)	5

3.02 Evaluation Process. All submissions in response to this RFSQ will be evaluated in a manner consistent with the NCTCOG and all applicable rules and policies.

In the initial phase of the evaluation process, the evaluation committee will review all submissions before the deadline. First, nonresponsive submissions (those not conforming to RFSQ requirements) will be eliminated. Second, the remaining submissions will be evaluated in a cursory manner to eliminate from further consideration those submissions which, in the judgment of the evaluation committee, fail to offer sufficient and substantive provisions to warrant further consideration. Each Proposer bears sole responsibility for the items included or not included in the response submitted by that Proposer. The NCTCOG reserves the right to disqualify any submission that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this RFSQ.

At the conclusion of this initial evaluation phase, finalist Proposer submissions will be selected for detailed review and evaluation, including oral presentations if necessary. The NCTCOG reserves the right to be the sole judge as to the overall acceptability of any submission or to judge the individual merits of specific provisions within competing offers.

SECTION 4: GENERAL TERMS AND CONDITIONS

- A. NCTCOG is exempt from Texas limited sales, federal excise and use tax, nor does NCTCOG pay tax on the purchase, rental or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- B. NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.
- C. A response to this Request for Statement of Qualifications (RFSQ) does not commit NCTCOG to a purchase Contract, or to pay any costs incurred in the preparation of such response.
- D. Unless the Proposer(s) specifies in their proposal, the NCTCOG may award the contract for any items/services or group of items/services in the RFSQ and may increase or decrease the quantity specified.
- E. NCTCOG reserves the right to hold and accept any proposals received by the submission deadline for a period of ninety (90) days after the deadline if a determination has not been made for an award.
- F. NCTCOG reserves the right to negotiate the final terms of any and all purchase Contracts with Proposer(s) selected and such Contracts negotiated as a result of this RFSQ may be re-negotiated and/or amended in order to successfully meet the agency needs.
- G. NCTCOG reserve the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. NCTCOG will provide notifications of such changes to all Proposer(s) recorded in the official record (Distribution Log/Receipts Record) as having received or requested an RFSQ.
- H. NCTCOG reserve the right to contact any individual, agencies, or employers listed in a submission, to contact others who may have experience and/or knowledge of the Proposer(s)'s relevant performance and/or qualifications; and to request additional information from any and all Proposer(s).
- I. NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or subsequent to, the award of a purchase Contract. Misrepresentation of the Proposer(s)'s ability to perform as stated in the qualification submittals may result in cancellation of the purchase Contract award.
- J. NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.
- K. The Proposer(s) shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of NCTCOG.
- L. The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be

made on the basis of this statement.

- M. The Proposer(s) agree to indemnify and hold the NCTCOG and participating entities harmless from any claim involving patent right infringement or copyrights on goods/services supplied.
- N. Proposer(s) shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of NCTCOG for the purpose of, or having the effect of, influencing favorable disposition toward their own submission or any other submitted hereunder.
- O. No employee, officer, or agent of NCTCOG shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.
- P. Proposer(s) shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a Proposer's statement to be rejected. This does not preclude joint ventures or subcontracts.
- Q. All proposals submitted must be an original work product of the Proposer(s). The copying, paraphrasing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the Proposer is not permitted. Failure to adhere to this instruction may cause the proposal submission(s) to be rejected.
- R. The only purpose of this RFSQ is to ensure uniform information in the selection of proposals and procurement of services. This RFSQ is not to be construed as a purchase contract, or as a commitment of any kind, nor does it commit the NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.
- S. The contents of a successful proposal submission may become a contractual obligation, if selected for award of a contract. Failure of the Proposer(s) to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful Proposer(s) as a basis for release of proposed services at stated price/cost. Any damages accruing to the NCTCOG as a result of the Proposer(s)'s failure to contract may be recovered from the Proposer(s).
- T. A contract with the selected Proposer may be withheld at sole discretion if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by NCTCOG if resolution is not satisfactory to NCTCOG.
- U. NCTCOG is the responsible authority for handling complaints or protests regarding the proposals selection process. This includes, but is not limited to, disputes, claims, protest of award, source evaluation or other matters of a contractual nature. Matters concerning violation of law shall be referred to such authority, as may have proper jurisdiction.

Once NCTCOG has agreed upon selection(s), all Proposer(s) will be notified in writing of the results. Any protest regarding this process must be filed with NCTCOG in accordance with the following procedure. NCTCOG would like to have the opportunity to resolve any

dispute prior to the filing of an official complaint by the protester. The protester should contact NCTCOG's Deputy Executive Director, at (817) 695-9121, P.O. Box 5888, Arlington, Texas 76005-5888, so that arrangements can be made for a conference between NCTCOG and the protester. Copies of the appeal process will be made available to the protester.

- V. At all times during the term of this contract, the Contractor(s) shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, and shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this contract to do likewise. The Contractor(s) may cause the insurance to be effected in whole or in part by the contractors or sub-subcontractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.
1. Workers' Compensation: Statutory limits and employer's liability of not less than \$100,000 for each accident.
 2. Commercial General Liability:
 - a. Minimum Required Limits:
 - \$1,000,000 per occurrence;
 - \$1,000,000 General Aggregate
 - b. Commercial General Liability policy shall include:
 - (i) Coverage A: Bodily injury and property damage;
 - (ii) Coverage B: Personal and Advertising Injury liability;
 - (iii) Coverage C: Medical Payments
 - (iv) Products: Completed Operations
 - (v) Fire Legal Liability
 - c. Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance
 - d. Attachment of Endorsement CG 20 10 - additional insured
 - e. All other endorsements shall require prior approval by the NCTCOG.
 3. Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned, hired and non-owned vehicles. Minimum required Limit: \$1,000,000 combined single limit.
 4. Professional Liability:
 - a. Minimum Required Limits:
 1. \$1,000,000 Each Claim
 2. \$1,000,000 Policy Aggregate
- W. Contractor(s) covenants and agrees to indemnify and hold harmless and defend NCTCOG, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of a contract as a result of any

negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law.

X. A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event, if and to the extent that:

1. The delay or failure was beyond the control of the party affected and not due to its fault or negligence; and the delay or failure was not extended because of the affected party's failure to use all diligence to overcome the obstacle or to resume performance immediately after the obstacle was overcome. If the failure to perform is caused by the failure of a subcontractor of the Contractor to perform, and if such failure was beyond the control of both the Contractor and the subcontractor, without their fault or negligence, the Contractor(s) shall not be deemed to be in default unless the subcontracted supplies or services were reasonably obtainable from other sources.

No time extension shall be granted under this paragraph unless the party seeking relief has notified the other in writing within a reasonable time after commencement of the event, of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the timetable by which the Contractor intends to implement these measures. The party seeking relief shall also give written notice of the ending of the event within a reasonable time after the event has ended.

NCTCOG shall be responsible for costs related to a force majeure event, only if the Contractor incurs them after prior written authorization by NCTCOG. Neither NCTCOG nor the Contractor(s) shall have, and both hereby waive, any claim whatsoever for any damages resulting from delays caused by force majeure events.

Y. The Texas State Legislature has adopted House Bill 1295. This law prohibits NCTCOG from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to NCTCOG at the time of a signed contract. The disclosure of interested parties must be completed electronically and submitted through the Texas Ethics Commission website.

SECTION 5: ATTACHMENTS

Attachment I – Instructions for Proposal Compliance and Submittal

Attachment II – Certifications of Offeror

Attachment III – Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment IV – Certification Regarding Lobbying

Attachment V – Drug-Free Workplace Certification

Attachment VI – Certification Regarding Disclosure of Conflict of Interest

Attachment VII – Certification of Fair Business Practices

Attachment VIII – Certification of Good Standing- Texas Corporate Franchise Certification

Attachment IX – Historically Underutilized Businesses, Minority, or Women-Owned or Disadvantaged Business Enterprises

Attachment X – North Central Texas Regional Wet Weather Characterization Plan Proposal

**ATTACHMENT I:
INSTRUCTIONS FOR PROPOSAL COMPLIANCE AND SUBMITTAL**

Compliance with the RFSQ

Submissions must be in strict compliance with this Request for Statement of Qualifications. Failure to comply with all provisions of the RFSQ may result in disqualification.

Acknowledgment of Insurance Requirements

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposal. The insurance requirements are outlined in Section 4- General Terms and Conditions.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the Request for Statement of Qualifications and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this Contract.

I also certify that I have read and understood all sections of this Request for Statement of Qualifications and will comply with all the terms and conditions as stated; and furthermore that I, _____(typed or printed name) certify that I am the _____ (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Offeror and Respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said Offeror by authority of its governing body.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT III:
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT IV:
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Contract; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative Contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT V:
DRUG-FREE WORKPLACE CERTIFICATION**

The _____ (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the _____ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy statement;

Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT VI:
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the Contractor, no member of the Contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of Contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the Contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Contractor or Department. Supplies, tools, materials, equipment or services purchased with Contract funds shall be used solely for purposes allowed under this Contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the Contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the Contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the Contractor.

The Contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the Contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT VII:
CERTIFICATION OF FAIR BUSINESS PRACTICES**

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT IX:
HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED
OR DISADVANTAGED BUSINESS ENTERPRISES**

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the RFSQ process. Representatives from HUB companies should identify themselves and submit a copy of their Certification.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
<http://www.window.state.tx.us/procurement/prog/hub/>

Local businesses seeking M/W/DBE certification should contact:

North Central Texas Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

Submitter must include a copy of its minority certification documentation as part of this RFSQ.
If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

ATTEST TO Attachments of Certification:

Authorized Signature

Typed Name

Date

Subscribed and sworn to before me this _____ day of _____ (month), 20__ in

_____ (city), _____ (county), _____ (state).

SEAL

Notary Public in and for _____ (County),
State of _____ Commission expires: _____

ATTACHMENT X

The North Central Texas Regional Wet Weather Characterization Plan Proposal for the Fourth Permit Term

I. History of the Regional Program

Since 1996, a regional storm water monitoring program has been on-going in the Dallas-Fort Worth (DFW) metropolitan area among the seven largest cities and major transportation agencies for compliance with Federal and State storm water permit requirements. During the initial permit term (1996 -2001), seven municipalities (Dallas, Fort Worth, Arlington, Irving, Garland, Plano and Mesquite) and two local districts of the Texas Department of Transportation (TxDOT) received joint approval from U.S. Environmental Protection Agency (EPA) for a regional monitoring program which utilized the assistance of a shared consultant team and the United States Geological Survey (USGS) to sample and analyze 22 outfalls primarily from small watersheds of a predominantly single land use type. Although these sample collections served to characterize typical urban runoff from these limited land use types, and were useful for estimating general pollutant loadings, they did little to evaluate impacts on actual receiving streams.

In the next permit term, now administered by the Texas Commission on Environmental Quality (TCEQ), approval was obtained to utilize in-stream stations for the regional monitoring program to better assess this impact. The revised program was termed the Regional Wet Weather Characterization Program (RWWCP) and was added as an option in Part IV.A.3 of the Texas Pollutant Discharge Elimination System (TPDES) Municipal Separate Storm Sewer System (MS4) permits issued to the Phase I North Central Texas governmental entities. The primary goal of this new in-stream monitoring program was to obtain baseline data on receiving streams in the DFW Metroplex for use in determining long-term water quality trends. Since the RWWCP language existed outside of each permit, it allowed greater flexibility for making changes to the program. During this second permit term, the North Texas Tollway Authority (NTTA) joined the regional program. All other participants remained the same, except for the TxDOT-Fort Worth District who became a co-permittee with the cities of Fort Worth and Arlington and were no longer required to conduct wet weather monitoring. According to the original RWWCP protocol, municipal participants collected data from three sampling sites in the watershed (typically upstream, midstream and downstream) and the transportation agencies collected data from two sites (upstream and downstream stations only). Samples were collected quarterly from each site during a qualifying rain event and were analyzed for 18 parameters. As an added component, the City of Fort Worth selected the Representative Rapid Bioassessment Monitoring Option (Part IV.A.2) in their permit, which allowed the chemical sampling frequency to be reduced from four times per year per site to once per year per site. In its place, two bioassessments were conducted each year at a minimum of nine sites. These bioassessments were based on protocols developed by the EPA. A summarization of this bioassessment data was included along with the chemical data in the annual regional monitoring report each year of the permit term.

In the third permit term, the Cities of Arlington, Dallas, Fort Worth, Garland, Irving, Mesquite and Plano, together with the North Texas Tollway Authority and TxDOT-Dallas District agreed to continue their regional partnership and work cooperatively through the North Central Texas

Council of Governments to develop a revised RWWCP. This revised plan effectively monitored at least 50% of each entity's jurisdictional area by the end of the permit term. This extension of jurisdictional coverage allowed a reasonable assessment of each entity's jurisdictional watersheds while also achieving a balance among the various goals of obtaining valid scientific information, meeting permit compliance, and addressing what is practicable for each entity. The primary goal of the RWWCP during this permit term was to continue the assessment of urban impact on receiving stream water quality and to document any improvement presumably resulting from local BMP implementation. The data collected during this permit term built upon the set of regional data needed from each site for meaningful trend analysis. Since assessing the impact of urban runoff on receiving stream quality is a primary focus of this program, assessing the biological integrity of the streams was deemed fundamental in the third term. During the third term, 24 watersheds were chemically monitored and 12 watersheds were bioassessed across the region, with substantial overlap between the two sampling approaches. "

II. Lessons Learned from the Most Recent Permit Term

At the end of the third permit term's sampling effort, a final summary report was prepared by the regional consultant, Atkins, to assess the sampling effort. The report found that in more than half of the watersheds sampled had high bacteria exceedances, with the average number of nine exceedances in these watersheds. Stream degradation was noted by Atkins' monitoring team in about half of the sampled watersheds based on the data analyzed, and additional monitoring was recommended at these sites.

The report analyzed each of the monitored watersheds, and looked at characteristics specific to each watershed. This approach provided more usable information for each entity, and each individual watershed's information can be reviewed and used to implement BMPs and other monitoring practices in the future. Many of the watersheds that were studied in the third term were classified as high priorities to be studied again due to the data was collected during the third term. The watersheds that were classified as high priority were generally those with stream degradation, those with high number of exceedances of criteria of monitored parameters, and those with existing TMDLs.

Taking into account each watershed's characteristics and evaluating the RWWCP as a whole, Atkins made various recommendations for modifying the RWWCP in the next term, including the following that were applied to the proposal:

Focus on Impaired Waterbodies – This suggestion is supported by TCEQ and EPA feedback provided to NCTCOG and the monitoring partners. Atkins suggests a focus on monitoring impaired water bodies will also help with TMDL efforts already underway in the area.

Rapid bio-assessment improvements – Rapid bio-assessments should continue to be part of the RWWCP, and entities that are not currently completing RBAs should be encouraged to do so. Atkins recommends that the parameters that are recorded during bio-assessment chemical monitoring activities be expanded to include/match those of the wet weather monitoring to allow for easier comparison.

Revise monitored pollutants: Pesticides and Herbicides – During the third permit term, Carbaryl was chosen to replace Diazaon that was undetected in the second permit term. Carbaryl was not detected in any watershed during the third permit term, and therefore was recommended that it no longer be monitored for the fourth permit term. Suggestions for replacement are dieldrin or atrazine.

Revise monitored pollutants: indicator bacteria – Remove total coliforms from list of monitoring parameters. There is no recognized correlation between total coliforms and fresh water pathogens by TCEQ or EPA.

Revise monitored pollutants: nutrients – Add ammonia nitrogen, nitrate nitrogen, and orthophosphate to the monitoring parameters for wet weather chemical monitoring. These additions would allow for better comparisons between bioassessment and wet weather chemical monitoring results.

Revise monitored pollutants: metals - For the Duck Creek, Johnson Creek, and White Rock Creek (headwaters) subwatersheds, it is recommended that sampling of dissolved fractions of metals is conducted in order to determine the concentration of bioavailable metals. Many of these recommendations were incorporated in this proposal for the next permit term.

III. Characterization of the Proposed Program

Proposed Plan for Fourth Permit Term

As previously mentioned, the primary goal of the monitoring program was to obtain baseline data on receiving streams in the DFW Metroplex for use in determining long-term water quality trends. Long term measurement of instream chemical data as well as biological assemblages integrate the effects of different stressors as well as integrating the stresses over time and thus provide a broad measure of their aggregate impact over time. The establishment of baseline data was generally achieved in the past two permit terms but final analysis indicated that more data is needed to establish actual trends. The populations in the monitored watersheds are growing at a very high rate, and the cities in this program look to implement BMPs to combat the stress that the growing population puts on these watersheds. It is important to continue monitoring these watersheds, and to shift the focus to study impaired watersheds to document population impacts on these watersheds.

In order to assess the impacts, a greater effort will be made to analyze the data and to provide a summary of the results of the data analysis. In addition, the best management practices (BMPs) that were implemented during the monitoring period will be identified in order to better assess and document any improvements in water quality presumably resulting from the implementation of the BMPs. If it is found that the implementation of the BMPs did not result in any reduction of pollutants or improvement in water quality, then different or improved BMPs will be implemented. Appendix C illustrates the BMPs that are currently being implemented across the region, broken down by entity.

The Regional Storm Water Monitoring Partners of North Central Texas seek to continue documenting water quality improvements resulting from BMP effectiveness in impaired watersheds.

The regional partners would like to continue with the RWWCP because it has allowed for: 1) more coordinated and comprehensive water quality sampling; 2) more sound and reliable data collection; 3) greater cost effectiveness; and 4) a truer assessment of regional impact on stream water quality.

For this upcoming permit term, the Cities of Arlington, Dallas, Fort Worth, Garland, Irving, Mesquite and Plano, together with the North Texas Tollway Authority, have agreed to continue their regional partnership to work cooperatively through the North Central Texas Council of Governments to develop a revised RWWCP. Permit numbers and relevant dates for each participant are included in Table 2.

TABLE 2: LIST OF PERMITTEES

PERMITTEE	TPDES PERMIT NUMBER	DATE ISSUED	EXPIRATION DATE
City of Arlington	WQ0004635000	4/26/2012	4/26/2017
City of Dallas	WQ0004396000	10/6/2011	10/6/2016
City of Fort Worth	WQ0004350000	Pending	Pending
City of Garland	WQ0004682000	Pending	Pending
City of Irving	WQ0004691000	8/6/2014	8/6/2019
City of Mesquite	WQ0004641000	10/18/2011	10/18/2016
City of Plano	WQ0004775000	12/2/2015	12/2/2020
North Texas Tollway Authority	WQ0004400000	Pending	Pending

The municipal regional partners propose to continue to use a sampling plan that will effectively monitor at least 50% of their jurisdictional area by the end of the permit term. This extent of jurisdictional coverage will allow a reasonable assessment of jurisdictional watersheds while striving to achieve a balance among the various goals of obtaining valid scientific information, meeting permit compliance, and addressing what is practicable for each entity. As in the previous term, this plan proposes to continue in-stream watershed monitoring, but seeks to obtain greater statistical robustness of the data by increasing the sampling at each location for a minimum of two years.

There may be some need to move stations or include new stations from time to time but the municipal regional partners will maintain fixed SAMPLING stations to the extent practicable. This would enable the data to be examined for trends and show improvements or decline in water quality within the fixed sampling period. An effort will be made for in-stream sampling locations to be located downstream to priority drainage basins (e.g., high risk areas or priority areas defined in the permittees stormwater management program (SWMP) document: industrial areas, impaired waters, targeted areas, etc.

For the fourth permit term, regional partners have determined that it would be beneficial to focus the RWWCP on watersheds with impaired waterbodies draining to them. Watersheds that will be monitored for this permit term were prioritized based on TMDLs and 303d streams which were in watersheds that cover the jurisdictional area of the municipalities. Regional partners propose to monitor in these impaired waterbodies in order to better assess the impacts of stormwater on these impaired streams. It is primarily the same area monitored during the previous permit terms with some additional watersheds. The jurisdictional area was determined by taking into consideration the data needs, areas of concerns, and/or sampling purposes (e.g., further collect data to support statistically analysis of pollutant trends). . Table 2 describes the percentage each jurisdiction will cover per watershed, as well as indicating if it is a newly added watershed to be monitored in permit term .

The primary goal of the RWWCP during this permit term will be to continue the assessment of urban impact on receiving stream water quality and to document any improvement presumably resulting from local BMP implementation. The data collected during this permit term will build

upon the set of regional data needed from each site for meaningful trend analysis. This proposal also includes a more comprehensive biomonitoring component. Since assessing the impact of urban runoff on receiving stream quality is a primary focus of this program, assessing the biological integrity of the streams is fundamental. With this proposed plan, 26 watersheds will be chemically monitored and 13 watersheds will be bioassessed across the region, with substantial overlap between the two sampling approaches.

A map with each entity's selected watersheds is shown in Figure 1. Specific locations of sampling sites in each watershed will be determined prior to each sampling year and will be submitted in each prior year's annual regional monitoring report.. Refer to Table 2 for identification of the watersheds selected by each entity and their relative proportion to jurisdictional area. The relative percent and the area of the selected watersheds are indicated with bold type. Unbolded watersheds indicate unselected, shared watersheds that were selected by other entities. Most of the municipal entities were able to achieve the 50% coverage with only two watersheds; exceptions being the City of Dallas who selected eight and the City of Fort Worth who selected six. Jurisdictional coverage was not a considered factor in the selection of the one transportation agency watersheds.

The North Central Texas Council of Governments' (NCTCOG) role in the regional monitoring program will be to coordinate the overall program; obtain consultant assistance on behalf of the regional partners, as needed; assist participants in site selection and the development of the sampling protocol; collect and summarize the data; and generate/deliver annual compliance reports.

Sampling Metrics

Monitoring is proposed to commence January 1, 2018 of the year following the issuance of the City of Garland's permit, anticipated in mid-2011. Given the existing staggered permit expiration dates among the participants, it is likely that permit renewals issued by TCEQ will also be staggered. Consequently, the regional program will need to have written endorsement from TCEQ that participants will receive credit for any monitoring they contribute as part of the regional effort that would be applied toward their eventual permit. However, by incorporating a lag period to maintain a calendar year-based schedule, most of the participating permittees will likely have their renewals issued by then, making for a smoother transition.

The sampling conducted in all cities (other than Fort Worth and Dallas) will follow the standardized sampling methodology as found in the TCEQ *Surface Water Quality Monitoring Procedures*, Volumes 1 and 2, to the extent practicable. Permittees will use sufficiently sensitive test methods for Texas Pollutant Discharge Elimination System (TPDES) permit reporting requirements. The Minimum Levels (MLs) for pollutant analyses should be sensitive enough to ascertain whether a discharge is causing or contributing to an in-stream water quality standard exceedance.

Refer to Table 3 for a detailed breakdown of the count and frequency of each partner's proposed sampling activity. The cities of Garland and Mesquite along with NTTA will be monitoring one watershed for the entire permit term. The cities of Arlington, Plano, and Irving will be monitoring three watershed during the permit term, and will be monitoring two of the watersheds for two years, and then the third watershed for the other two years.

The City of Dallas will need to sample at least five watersheds in order to achieve the 50% coverage; however, they have opted to chemically sample four watersheds and to bioassess four additional watersheds with only one watershed having both chemical sampling and bioassessment occurring in the same watershed. The City of Dallas's sampling methodology is attached as Attachment A.

To achieve the 50% area coverage, the City of Fort Worth needs to sample six watersheds. They intend to bioassess all six watersheds at two locations twice a year for all five years of the permit term. For chemical sampling, they intend to collect in-stream samples at two sites within two watersheds each year. By the end of the third year, they will have monitored each of their six selected watersheds once. They propose to then select the top four most biologically-impaired watersheds to continue with a second sample in the remaining two years of the permit term. Table 3 attempts to reflect this dual pattern of four watersheds being sampled twice while two of their watersheds are only sampled once for a total of 120 chemical samples in the permit term. The City of Fort Worth's sampling methodology is attached as Attachment B.

Chemical Sampling Details

Each participating entity will be responsible for final selection of sampling sites. Samples will be collected from these sites according to the schedule identified previously and analyzed for the parameters listed in the table below. Following consultant recommendations (see Section II Lessons Learned...), Carbaryl has been replaced with Atrazine and total coliforms has been dropped from the parameter list. Entities may use in-house staff or a consultant of their choice for sample collection. Although we encourage the use of a common laboratory for analysis to ensure consistency, entities may also select the laboratory of their choice, as long as procedures are followed and data quality objectives are met as specified in the approved regional monitoring protocol (to be finalized prior to the first sampling year).

TABLE 3: LIST OF PARAMETERS	
Parameter	Method of Collection
Oil & Grease	Grab
pH	Grab
<i>E. coli</i>	Grab
Total Dissolved Solids (TDS)	Composite
Total Suspended Solids (TSS)	Composite
Biochemical Oxygen Demand	Composite
Chemical Oxygen Demand (COD)	Composite
Total Nitrogen	Composite
Dissolved Phosphorus	Composite
Total Phosphorus	Composite
Atrazine	Composite
Total Arsenic	Composite
Total Chromium	Composite
Total Copper	Composite
Total Lead	Composite
Total Zinc	Composite
Ammonia Nitrogen	Composite
Nitrate Nitrogen	Composite
Orthophosphate	Composite

Grab samples will be collected during the first flush and analyzed for *E. coli*, oil and grease, and pH. An additional first flush sample and four subsequent samples collected at equal time intervals will be taken over the first two hours of the event and combined for a composite sample.

The composite sample for each constituent has a component that analyses the first flush discrete sample. These first flushes are ultimately composited and analyzed for all constituents. Samples will be collected for no more than two hours, regardless of storm duration. The grab

samples can be obtained either manually or from some type of automated collection device to better address safety concerns. Sampling will be conducted only on qualifying events which are defined as satisfying the following requirements: 1) Antecedent dry period of 72 hours minimum; 2) Rainfall volume of 0.10 inch minimum; and 3) Rise in stream level of at least one inch in a one-hour span of time as determined by level sensors (i.e. bubbler module), stream gauges, or other methods of determining water level that will be installed at each sampling location. Rain gauges will be deployed in each watershed; however rain does not need to fall at the site in order to have a rise in the level of the stream that would trigger sampling. Rainfall in the basin upstream of the site would cause a rise downstream without any rain actually falling at the sampling location; therefore, rainfall level alone is not a satisfactory gauge of adequate runoff.

Bioassessments

The recent National Research Council (NRC) report Urban Stormwater Management in the United States recommends including bioassessments for assessing storm water management program progress. It also recommends that storm water management strategies should address all stressors to a stream which can be accomplished through biological monitoring since biota naturally integrate the environmental conditions that impact them. TCEQ has continued the option established by EPA in the MS4 permit language of allowing bioassessments to be used as a replacement for a portion of the chemical monitoring requirement. The RWWCP has always had a bioassessment component as part of its overall approach and the partners would like to continue including it. In fact, this proposal suggests a greater use of bioassessments across the region than ever before.

Both EPA and TCEQ have developed an array of methods and approaches that can be used in conducting bioassessments. Each of these regulatory entities has developed manuals outlining these various steps. As EPA states in their manual, Rapid Bioassessment Protocols for Use in Streams and Wadeable Rivers: Periphyton, Benthic Macroinvertebrates, and Fish, 2nd Ed. (1999) the protocols described are not “intended to be used as a rigid protocol without regional modifications. Instead, they provide options for agencies or groups that wish to implement rapid biological assessment and monitoring techniques.” As such, the regional program participants that are implementing bioassessments (Dallas, Fort Worth, Garland, Irving, and Plano) will each develop their own array of methods and techniques; all adapted from the EPA and TCEQ manuals. Specifics of their protocols will be detailed in each annual report but generally speaking, all will involve a habitat assessment, a measurement of standard field physical conditions, and collection and identification of macroinvertebrates and possibly other biota. Some method will be used to provide a means of comparison to a standard in order to determine the habitat’s health, such as using a reference site or by using known metrics of habitat comparison. The number of watersheds being sampled, stations per watershed and samples per year are all listed in Table 5.

IV. Summary of the RWWCP Proposal for the Fourth Permit Term

In summary:

- Each participant has selected watersheds to achieve greater than 50% coverage of their jurisdictional area.
- To increase statistical robustness, most watersheds will be sampled for a minimum of two years.
- Most watersheds will be sampled quarterly; Fort Worth is putting a greater effort into the bioassessment sampling instead.
- The number of sites per watershed varies per entity based on local conditions.
- Arlington, Dallas, Garland, Irving, Mesquite, Plano, and NTTA will collect samples for the first four years of the five-year permit term.
- Fort Worth has elected to perform chemical monitoring for the entire five-year permit term.
- 18 chemical parameters will be analyzed in each storm event sample.
- Dallas, Fort Worth, Garland, Irving, and Plano will also do biological assessments.

Regional Monitoring Entities & Selected HUC-12 Subwatersheds for Fourth Term Monitoring

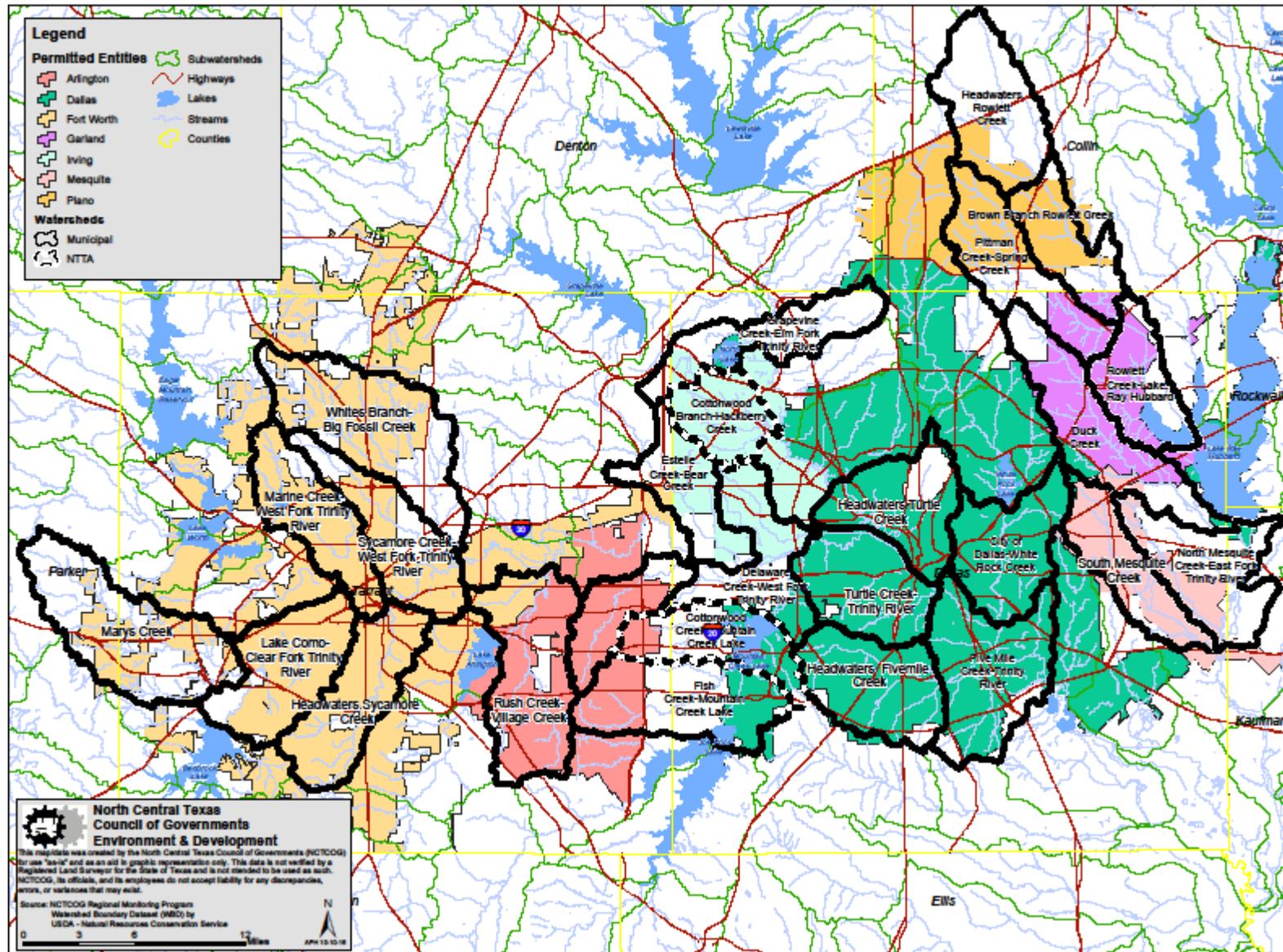


TABLE 4		Arlington	Dallas	Fort Worth	Garland	Irving	Mesquite	Plano	NTTA
HUC-12 Watersheds	*	% of City	% of City	% of City	% of City	% of City	% of City	% of City	
Fish Creek-Mountain Creek Lake ¹	C	13.28%	3.01%						
Johnson Creek ¹	C	17.50%							
Rush Creek-Village Creek ¹	C	35.22%		2.31%					
Floyd Branch - White Rock Creek	B		5.50%						
Five Mile Creek-Trinity River ¹	C		10.80%						
Headwaters Five Mile Creek	B		9.00%						
Headwaters Turtle Creek ¹	C		7.38%						
White Rock Creek - White Rock Lake	BC		8.73%						
Bachman Branch - Elm Fork Trinity	B		7.98%						
Turtle Creek-Trinity River ¹	C		8.95%						
Headwaters Sycamore Creek ¹	BC			10.06%					
Lake Como-Clear Fork Trinity River	BC			9.77%					
Marine Creek-West Fork Trinity River	BC			8.50%					
Mary's Creek	BC			6.37%					
Sycamore Creek-West Fork Trinity River	BC			6.66%					
Whites Branch-Big Fossil Creek	BC			9.60%					
Rowlett Creek-Lake Ray Hubbard ¹	BC				29.97%				
Grapevine Creek-Elm Fork Trinity River ¹	C					4.81%			
Estelle Creek-Bear Creek ¹	BC					19.33%			
Delaware Creek-West Fork Trinity River ¹	BC		1.53%			22.06%			
South Mesquite Creek ¹	C						52.57%		
Brown Branch Rowlett Creek ¹	BC				5.32%			21.23%	
Spring Creek	C				15.90%			25.55%	
Headwaters Rowlett Creek	BC							11.02%	
Cottonwood Branch-Hackberry Creek ¹	C					29.72%			X
Cottonwood Creek-Mountain Creek Lake ¹	C	4.59%	3.17%						X
North Mesquite Creek ¹	C						26.28%		
Duck Creek	C				42.24%				
Independent Coverage		66.00%	58.34%	50.96%	29.97%	46.20%	52.57%	57.80%	N/A
Program Coverage		70.59%	66.05%	53.27%	93.43%	75.92%	78.85%	57.80%	N/A

* (C) – Chemical (B) – Bioassessment (BC) – Both Bioassessment & Chemical “HUC12 Sq. Mi” indicates the area of the watershed within the jurisdictional boundary

¹ Impaired Waterbodies

TABLE 5: SAMPLING METRICS

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	Chemical Sampling									Bioassessment Sampling				
	Annual				Permit Term					Annual			Permit Term	
Entity	Sampling Sites per Watershed	Number of Watersheds Sampled	Frequency of Sampling	Total Annual Samples	Number of Years Sampling	Number of Watersheds Sampled	Number of Samples Taken in Each Watershed	Number of Samples Per Site	Total Samples For Permit Term	Sites Per Watershed Per Year	Frequency of Sampling	Watersheds Per Year	Number of Years Sampling	Total Samples
	A	B	C	D (A×B×C)	E	F	G (I÷F)	H (G÷A)	I (D×E)	J	K	L	M	N (J×K×L×M)
Arlington	1 or 2	2 or 1	4	8	4	3	16 or 8	8	32	-	-	-	-	-
Dallas	3	2	4	24	4	4	24	8	96	1	2	4	4	32
Fort Worth	2	2	1	4	4 and 1	4 and 2	4 + 2	2 and 1	16 + 4	2	2	6	5	120
Garland	3	1	4	12	4	2	24	8	48	1	2	1	4	8
Irving	2 or 1	1 or 2	4	8	2	3	8 or 16	8	32	1	2	1	4	8
Mesquite	1	2	4	8	4	2	16	16	32	-	-	-	-	-
Plano	1	1 or 2	4	4 or 8	2	3	8	8	24	1	2	1	4	8
NTTA	1	2	4	8	2	2	8	8	16	-	-	-	-	-