

Request for Qualifications

California Stormwater Quality Association (CASQA)



Construction General Permit Trainers of Record

Release: July 3, 2024

Responses due: August 19, 2024, 5:00 PM PDT

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Attachments:

- A An Outline of the CGP QSD/QSP Training Content
- B SOQ Certification Statement
- C Template of the CGP ToR Agreement with CASQA

1. Call for Trainers

CASQA is seeking qualified construction stormwater trainers to provide the official Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP) training associated with the California Construction General Permit Orders 2009-009-DWQ and 2022-0057-DWQ, hereafter referred to as 2009 CGP and 2022 CGP, respectively. Individuals who are selected and complete the qualification process serve as official CGP Trainers of Record (ToRs) and provide the official training to qualify individuals as QSDs and/or QSPs. Individuals interested in becoming a CGP Trainer of Record should provide a detailed response to this Request for Qualifications, in the form of a Statement of Qualifications (SOQ).

2. CGP Training Program Administration

In collaboration with the State Water Resources Control Board (State Water Board), CASQA administers the CGP Training Program. The CGP Training Team (CGPTT), a collaborative group of construction stormwater and erosion and sediment controls professionals and trainers, advises CASQA and the State Water Board on the CGP QSD/QSP Training Program. The CGPTT encompasses a cross-section of professionals involved with construction stormwater regulation, compliance, and training.

CASQA's administration of the CGP Training Program includes selection and qualification of trainers to provide the QSD and QSP training, oversight of the CGP QSD/QSP Training provided by the CGP QSD/QSP Trainers, issuing certificates to QSDs, QSPs, and ToRs, collection of fees to cover the costs of administering the CGP Training Program, development and maintenance of the CGP Training webpages located on the CASQA website at www.casqa.org, evaluation and renewal of QSD, QSP, and ToR qualifications, and refresher training.

3. CGP Training Content

The CGP requires that all entities subject to the permit (dischargers) are required to appoint two positions, the Qualified SWPPP Developer (QSD) and the Qualified SWPPP Practitioner (QSP), who must obtain appropriate training and certification. This training has been developed by the CGP Training Team and is the official training for QSD and QSP Qualifications. An outline of the CGP QSD/QSP Training Content is provided in Attachment A.

4. Candidate Trainer Selection Criteria

CGP Trainer of Record Candidates must demonstrate the following competencies in their submitted qualifications:

1. **Credentials** – Candidates must provide their current QSD certificate and current underlying prerequisite to qualify as a QSD as identified in Section V.F of the 2022 CGP. NOTE: Individuals approved by CASQA as Candidate CGP Trainers of Record who obtained their QSD certificate through the State Water Resources Control Board's self-guided program for California Board of Professional Engineers, Land Surveyors and Geologists (CBPELSG Licensee) will need to have passed [both QSP and QSD exams \(Step 3\)](#) to be qualified as an CGP Trainer of Record.
2. **California Construction General Permit Implementation and Erosion and Sediment Control Experience** – The Candidate must quantify, in number of years of experience, his/her California Construction General Permit implementation and erosion and sediment control experience. Candidates must list and provide brief (no more than 1,000 words total for both descriptions) descriptions of two example projects, erosion control plans, and/or SWPPPs, completed by the candidate that demonstrates California Construction General Permit implementation experience and/or experience in erosion and sediment control. One of the two examples provided by the candidate must be for work conducted for the Construction General Permit. **Those SOQs that do**

not quantify years of experience in California Construction General Permit implementation and erosion and sediment control will not be considered.

3. Training Experience – The Candidate must quantify, in number of years of experience, his/her training experience. Candidates must list and provide brief (no more than 1,000 words total for both descriptions) descriptions of two example projects that identify the ability to effectively instruct in an educational setting. Those SOQs that do not quantify years of training experience will not be considered.

5. Candidate Trainer Selection Process and Qualification Process

1. **Review of SOQs:** A review panel, consisting of members of the CGP Training Team, will review and evaluate all SOQs submitted by the deadline (See Section 8) based on the competencies identified in Section 4.

Each SOQ will be evaluated and weighted with a maximum of 100 points available.

- Training Experience – 55 points
- California Construction General Permit Implementation and Erosion and Sediment Control Experience – 40 points
- Credentials – Possession of more than one underlying registration/certification required to be a QSD or QSP in the CGP – 5 points

An SOQ must achieve a minimum of 60 points to be selected as a Candidate Trainer of Record, including a minimum of 30 points for Training Experience and a minimum of 20 points for California Construction General Permit Implementation and Erosion and Sediment Control Experience.

2. **Selection of Candidate CGP Trainers of Record:** The CGPTT Trainer Qualification Panel will recommend qualified applicants, based on the competencies identified in Section 4, as Candidate CGP Trainers of Record to CASQA. CASQA will review and approve the list of selected Candidate CGP Trainers of Record. Approved Candidate CGP Trainers of Record will be notified via email. Those individuals not selected will also be notified via email with an identification of the deficiencies in competencies required.
3. **Mandatory CGP Trainers of Record Orientation Webinar:** The CGPTT will conduct a mandatory one-hour orientation webinar for the Candidate CGP Trainers of Record. Candidate CGP Trainers of Record are required to attend the orientation webinar in order to be approved as an CGP Trainer of Record. Information for the mandatory webinar will be included in the notification email.
4. **Qualification of CGP Trainers of Record:** Those Candidate CGP Trainers of Record who attend the CGP Trainer of Record Orientation Webinar will be eligible to become qualified as CGP Trainers of Record by the CGPTT. To complete the qualification process, each eligible Candidate CGP Trainer of Record will be required to (1) pay a non-refundable registration fee as identified in Section 7, and (2) sign an agreement with CASQA. A template of the agreement is provided in Attachment C for information only and not to be signed. After completion of all qualification steps, CASQA will issue a Certificate of Qualification that is valid for one year. Trainers of Record (ToRs) must annually renew their qualification ([renewal information is available on CASQA's website](#)).
5. **Qualified to Provide Training.** The list of Qualified CGP Trainers of Record will be posted on CASQA's website. The Qualified CGP Trainers of Record will then be able to provide the CGP QSD/QSP Training to the public.

6. Statement of Qualifications: Required Content

Individuals interested in becoming a CGP Trainer of Record must submit the following in their SOQ:

- ToR Applicant¹ Biographical Information
 - First and Last Name
 - Physical Address (Number & Street, City, State, Zip Code)
 - Office Phone Number
 - Email Address
 - Name of Employer of ToR Applicant
 - Employer of ToR Applicant Physical Address (Number & Street, City, State, Zip Code)
 - Employer of ToR Applicant Phone Number
 - ToR Applicant Current Employment Start Date
- A narrative (no more than 1,000 words total) describing two (2) project examples of California Construction General Permit implementation and erosion and sediment control experience, and a narrative (no more than 1,000 words total) describing two (2) project examples demonstrating the ability to effectively instruct in an educational setting.
- Current QSD Certificate.
- Current proof of underlying credentials to qualify as a QSD (current certificate or screen shot of online database identifying current status).
- Two-page resume including education, experience, and certifications that clearly quantifies years of California Construction General Permit implementation and erosion and sediment control experience and clearly quantifies years of training/educational experience. **Those SOQs that do not have resumes that clearly quantify years of California Construction General Permit implementation and erosion and sediment control experience and years of training experience will not be considered.**
- Two (2) professional letters of recommendation clearly referencing erosion and sediment control experience and training experience with reference contact information. Each letter of recommendation can reference experience in either or both categories, 1) California Construction General Permit implementation and erosion and sediment control experience; and 2) training experience, however between the two letters references for both categories must be provided. **Those SOQs that do not have, between the two letters, references for both categories 1) California Construction General Permit implementation and erosion and sediment control experience; and 2) training experience, will not be considered.**
- Signed SOQ certification statement, provided in Attachment B.

¹ Note: Biographical information is for the ToR applicant only and not biographical information for a person submitting on behalf of the ToR applicant.

7. Statement of Qualifications: Submittal Requirements

To submit your SOQ, complete the following steps:

1. **Pay the SOQ Submittal Fee.** Payment of a non-refundable SOQ Submittal Fee is required. The current fee is \$530 for the first-time applicants and \$280 for applicants who previously submitted but were not qualified. This fee covers the review and evaluation of the SOQs submitted and [shall be paid online \(credit card only\)](#). Note that no portion of this fee will be returned to you in the event that you do not meet the minimum qualification requirements.
2. **Upload your SOQ.** After payment is received, a confirmation email will be sent. This email will contain the link to upload your SOQ. All SOQs must be submitted as a single PDF file.

Uploading an SOQ and making a payment is straightforward but CASQA strongly advises SOQ submitters not to wait until the last minute to start the process. SOQ submitters are solely responsible for submitting a complete SOQ by the submittal deadline. Submittals not completed by the deadline will not be accepted. There is no file size limit for SOQs, but it is the responsibility of the submitter to ensure the SOQ is received electronically by CASQA. CASQA encourages submitters to confirm receipt of their SOQs by CASQA by the deadline.

8. Timeframe for Trainer Qualification

- RFQ Release: July 3, 2024
- SOQ Submittal Deadline: August 19, 2024, by 5:00 PM PDT
- Selection and Notification of Candidate CGP ToRs: week of September 9, 2024
- Mandatory CGP Trainer of Record Orientation Meeting (virtual): **September 18, 2024, at 1:00 PM PDT**
- Instructions to pay ToR Registration Fee and execute ToR Agreement: September 19, 2024
- ToR Renewal: Annually by July 1st

Attachment A

Attachment A: CGP QSD/QSP Training Content Outline

Developed by the California Stormwater Quality Association
and the State Water Resources Control Board through the
Construction General Permit Training Team

August 2023



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Course Objective

Provide individuals wishing to become Construction QSDs and Construction QSPs with a review of the information needed to develop and implement a Stormwater Pollution Prevention Plan required by the 2009 Construction General Permit (Order 2009-0009-DWQ as modified by Order 2010-0014-DWQ) (2009 CGP) and introduce the requirements of the 2022 CGP (Order 2022-0057-DWQ).

The training curriculum, developed by the California Stormwater Quality Association (CASQA) and the State Water Resources Control Board (SWRCB) through the Construction General Permit Training Team (CGPTT), recognizes a broad set of background skills, knowledge and experience that might qualify an individual as a construction QSD or QSP. The training curriculum is intended to provide an in-depth review of the information individuals planning to become construction QSDs or QSPs are expected to know. This course will not teach the basics of the knowledge and skills needed to be successful. For instance, construction QSDs are expected to know how to apply the Revised Universal Soil Loss Equation (RUSLE). The curriculum will not teach individuals how to use the RUSLE. Rather, the course will demonstrate the application of the RUSLE in developing SWPPPs and assessing risk levels. The curriculum will also make participants aware of the need to address local or regional water quality requirements (e.g., TMDL implementation). However, the training will not provide the details on local or regional water quality issues. The training is structured in eight modules. Each module addresses key aspects of the CGP (see Table 1). The first five modules are common to the two qualifications, and the final three modules are specific to the construction QSD.

At a minimum, Trainers of Record shall provide the minimum contact hours shown in Table 2 for each certificate type. For the construction QSD, the training includes more detailed coverage of SWPPP development and the required assessments and should entail three days of training. The training for a construction QSP should entail two days of training. Under no circumstances should more than 10 hours of training be provided in any one day. Trainers and training programs may incorporate an optional field component module or may use videos or other materials to provide support for practical implementation. Trainers may provide more contact hours than the minimum required. Trainers also have the flexibility to modify the number of hours allocated for each module to give them more or less time as is needed, provided that the overall minimum contact hours are met, and all subject areas are addressed.

Trainers are highly encouraged to bring local municipal and regional perspectives into the training program to the extent feasible. Trainees are encouraged to participate in a training program held in the area in which they will be working to help ensure they have an understanding of local water quality issues.

Table 1. List of Modules and Recommended Approximate Allocation of Hours by Module

QSP/QSD Modules	QSD Only Modules
1. Training Overview and Regulations (1.5)	6. Project Planning and Site Assessment (4)
2. Erosion Processes and Sediment Control (1.5)	7. SWPPP Development and PRDs (2)
3. SWPPP Implementation (3.5)	8. Project Closeout (1.5)
4. Monitoring (4)	
5. Reporting (2)	

Table 2. Minimum Required Contact hours for QSD and QSP Courses

Certificate Type	Minimum Contact Hours
Qualified SWPPP Practitioner (QSP)	12.5
Qualified SWPPP Developer (QSD)	20

Module 1. Training Overview and Regulations

LEARNING OBJECTIVES

- To provide a brief overview of the 2009 and 2022 CGP requirements and regulatory background
- To provide context for the CGP requirements relative to local agency requirements and local and regional water quality issues
- To provide a quick review of the acronyms and terms used in the CGP
- To better understand the intention of the CGP
- To provide an overview of the structure of the CGP

MODULE PURPOSE

Provide construction QSDs and QSPs with background information on the CGP and regulatory requirements of the construction stormwater program and place these requirements in context of other water quality programs that may affect the planning and implementation of the SWPPP.

Module 2. Erosion Theory

LEARNING OBJECTIVE

- To understand the types of erosion
- To understand the causes of erosion
- To relate the types of erosion to the types of BMPs, including minimum BMPs that should be used
- To understand that erosion control (source control) should be the focus
- To understand the factors that affect erosion rate
- This module will provide the foundation to be able to select the appropriate type (category) of Best Management Practices
- The module will also aid in the Risk Level/Risk Type Determination

TRAINING PURPOSE

Provide construction QSDs and QSPs with a basic review of erosion theory and an understanding of the tools and procedures available to predict and impact erosion.

Module 3. SWPPP Implementation

LEARNING OBJECTIVES

- The role of the SWPPP, QSD, QSP, and QSP Delegates
- Proper BMP use and installation, by Category and Risk/Type Level
- SWPPP inspection requirements
- 2009 CGP Rain Event Action Plan (REAP) Requirements
- General Advanced Treatment System (ATS) Requirements
- 2022 CGP General Passive Treatment System (PTS) Requirements
- 2022 CGP General Dewatering Requirements

MODULE PURPOSE

Provide construction QSDs and QSPs with the overview information necessary to successfully implement a SWPPP on a construction site.

Module 4. Construction Site Monitoring**LEARNING OBJECTIVES**

- Provide an overview of the construction site monitoring plan requirements of the new permit
- Identify the relationship between project risk/type and the monitoring requirements
- Introduce Construction Site Monitoring Programs (CSMPs) and Monitoring and Reporting Programs (M&RPs) including roles and responsibilities for the design, implementation, changes to these documents
- Describe the monitoring requirements
- Provide basic information on the selection of sampling locations
- Identify sampling methodologies, including SWAMP QAPrP requirements
- Discuss field meter and lab analysis
- Identify Quality Assurance and Quality Control requirements
- Provide a summary overview ATS monitoring requirements and direct QSDs to the additional training resources for ATS
- Provide a summary overview of PTS monitoring requirements

TRAINING PURPOSE

Provide construction QSD and QSPs with the information needed to design and direct the monitoring required by the CGP including the visual and water quality assessment components of the monitoring programs.

Module 5. Reporting**LEARNING OBJECTIVES**

- Understand how to use SMARTS.
- Define roles of those who can have access to the SMARTS.
- Understand when and how to complete required Annual Reports.
- Understand when to update SWPPP.
- Understand when to complete all other required reports.

MODULE PURPOSE

Provide QSD and QSP with an understanding of the reports, reporting timeframes, and reporting format required by the CGP. Additionally, provide understanding of the record keeping requirements needed to file reports and document compliance.

Module 6. Project Planning and Risk Determination**LEARNING OBJECTIVES**

- Provide an overview of water balance requirements and related BMP selection.

- Provide basic information on bioassessment surveys (2009 CGP only).
- Provide basic information and methods for site specific soil analyses (K and LS factors).
- Provide basic information and background on sediment risk on the Risk Worksheet.
- Provide basic information and background on receiving water risk on the Risk Worksheet.
- Provide basic tools and information for identifying receiving waters.
- Provide background information on final site stabilization.

TRAINING PURPOSE

Train construction QSDs in planning the construction project and conducting a Risk Determination in order to comply with the requirements of the Permit

Module 7. SWPPP Development and Permit Registration Documents (PRDs)

LEARNING OBJECTIVES

- To understand the use of Risk Analysis to develop the SWPPP.
- To determine BMP selection based on Risk Level/LUP Type minimum requirements.
- To understand what Permit Registration Documents (PRDs) are required to be filed electronically and when they are required to be filed and who must certify the documents.

TRAINING PURPOSE

Provide Qualified SWPPP Developers (QSDs) with the information needed to develop a construction site SWPPP as required by the CGP and complete and file the required Permit Registration Documents.

Module 8. Project Close-out

LEARNING OBJECTIVES

- To understand what is necessary to deem a project complete.
- To understand what documents are required to be filed electronically and when they are required to be filed and who must certify the documents.

TRAINING PURPOSE

Provide Qualified SWPPP Developers with the information needed to plan for the termination of the permit coverage for a project and an understanding of the process to terminate a project's permit coverage.

Attachment B



California Stormwater Quality Association®

Dedicated to the Advancement of Stormwater Quality Management, Science and Regulation

I certify that all information submitted in my CGP Trainer of Record Statement of Qualifications is true. I certify that I will not advertise, announce, or otherwise claim that I am a CGP Trainer of Record until I receive a fully executed copy of the Trainer of Record Agreement with CASQA and my Certificate of Qualification. Once fully qualified, in referencing my status as a Trainer of Record, I will not refer to myself as “State approved” or make an equivalent reference to the State of California or the Water Boards. I may refer to myself as “CASQA qualified” and/or as a “CGP-ToR”. I will not apply a CASQA, State of California, or Water Board logo to my advertisements, marketing materials, websites, or other materials. Classes that I provide will be held in-person under my responsible charge and will contain the minimum content and class time specified by CASQA and the SWRCB. Unless the Trainer of Record has been qualified by CASQA to offer and conduct training live using the Internet (i.e., virtual training), online training is not allowed for the classroom portion of the qualified QSD or QSP training.

Print Name

Signature

Date

Attachment C

Agreement
Qualified CGP QSD/QSP Trainer of Record
California Construction General Permit

The California Stormwater Quality Association (hereinafter referred to as “CASQA”) maintains a State Water Resources Control Board (hereinafter referred to as “State Water Board”) approved Qualified Construction General Permit (CGP) QSD (Qualified SWPPP Developer)/QSP (Qualified SWPPP Practitioner) Training Program through a Memorandum of Agreement. As part of the Memorandum of Agreement between CASQA and the State Water Board, CASQA’s roles and responsibilities include, but are not limited to, administering the process to qualify and approve Trainers of Record, which are then qualified to instruct QSD/QSP training courses for entities to comply with the CGP.

In furtherance of CASQA’s obligations under the Memorandum of Agreement with the State Water Board, CASQA hereby enters into this Agreement with the Trainer of Record, who must be a Qualified Construction General Permit (CGP) QSD (Qualified SWPPP Developer)/QSP (Qualified SWPPP Practitioner) Trainer of Record (hereinafter referred to as “Trainer of Record”) (collectively referred to individually or collectively as Party or Parties), to provide services related to and including **CGP QSD/QSP Training**. This Agreement contains the mutual rights and responsibilities of CASQA and the Trainer of Record and their relationship to each other.

1.0 GENERAL PROVISIONS

- 1.1** This Agreement covers services provided by the Trainer of Record for CGP QSD/QSP Training for a period of one (1) year, starting on July 1 of 2022. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless (a) one Party provides written notice to the other Party at least 60 days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement, or (b) the Trainer of Record for CGP QSD/QSP fails to maintain a valid Certificate of Qualification. Each Party reserves the right to not renew the term of this Agreement for any reason.
- 1.2** The Trainer of Record agrees and understands that Trainer of Record services provided under this Agreement are those as developed by the California Construction General Permit Training Team (CGPTT), which is led by the State Water Board and CASQA. Services are defined as presentation of CGP QSD/QSP Training Materials (see Section 3 of this document) (also referred to as courses) prepared by the CGPTT and provided to the Trainer of Record for instructing the CGP QSD/QSP Training.
- 1.3** The Trainer of Record understands that by agreeing to the terms of this Agreement that CASQA does not in any way guarantee any number of, or specific sites for, the services covered by this Agreement.
- 1.4** The Trainer of Record agrees to not advertise, announce, or otherwise claim that he/she is a Trainer of Record for the CGP QSD/QSP Training unless she/he has a valid Certificate of Qualification. In referencing his/her status as a Trainer of Record, the Trainer of Record shall not refer to himself/herself as “State approved” or make an equivalent reference to the State of California or the Water Boards. The Trainer of Record may refer to himself/herself as “CASQA qualified” and/or as a “CGP-ToR”. The

Trainer of Record shall not apply a CASQA, State of California, or Water Board logo to their advertisements, marketing materials, websites, or other materials.

- 1.5 The Trainer of Record is free to withdraw from this Agreement at any time by giving CASQA express written notification at least 30 days in advance of withdrawal. Any fees paid to CASQA for the current year by a withdrawing Trainer of Record shall not be reimbursable by CASQA to the withdrawing Trainer of Record.
- 1.6 The Trainer of Record is responsible for maintaining the accuracy of his/her contact information provided to CASQA. The Trainer of Record agrees to provide CASQA notice of any changes to his/her contact information within 30 days of the change occurring. Contact information provided to CASQA needs to include the following: a physical address; phone number; email address; name of company (if applicable); and, professional website address (if one is maintained and applicable).
- 1.7 CASQA agrees to post information about Trainers of Record on its website, including name, contact information, and Certificate of Qualification expiration date.

2.0 QUALIFICATIONS FOR BECOMING AND MAINTAINING TRAINER OF RECORD STATUS

- 2.1 The Trainer of Record subject to this agreement understands and acknowledges that a Trainer of Record for the CGP QSD/QSP training must be a current QSD in good standing, and must be qualified by CASQA as a Qualified CGP QSD/QSP Trainer of Record.
- 2.2 The Trainer of Record acknowledges and understands that the Trainer of Record's credentials are a significant consideration in the Trainer of Record selection process and for maintaining Trainer of Record status. Accordingly, the Trainer of Record agrees to immediately notify CASQA should any credential held by the Trainer of Record become suspended, revoked, cancelled, not renewed, placed in inactive status, placed in retired status, placed in a non-practicing status, or becomes delinquent, as a result of voluntary or involuntary disciplinary actions, failure to comply with continuing education requirements, voluntary or involuntary self-designations, or nonpayment of credential fees. For the purposes of this section, "credentials" means any credential defined in the Construction General Permit as qualifying a person to be a QSD or QSP, and "immediately" notifying CASQA shall mean notifying CASQA's Executive Director in writing within 30 days of the effective date of the described actions. The Trainer of Record shall not act as a Trainer of Record between the effective date of the described action and the notification to CASQA, and for a period of 60 consecutive calendar days following the notification to CASQA, during which time CASQA shall consider whether the Trainer of Record may continue to maintain its Trainer of Record status for the CGP QSD/QSP training.
- 2.3 The Trainer of Record subject to this Agreement acknowledges that to be a Trainer of Record for the CGP QSD/QSP training that the Trainer of Record needs to have attended a Trainer of Record Orientation Workshop. Further, the Trainer of Record understands and agrees as part of this Agreement to attend Renewal Training to maintain Trainer of Record status as required by CASQA.

- 2.4 The Trainer of Record understands that an Assisting instructor(s) may be used without the approval of CASQA but agrees that any assisting instructor(s) is instructing under the direction and responsibility of the Trainer of Record, and that the Trainer of Record is responsible for the performance of the assisting instructor in meeting the terms of this agreement, including adhering to the Professionalism requirements under Section 4 of this document.
- 2.5 Pursuant to the terms of this Agreement, approved Trainers of Record are required to maintain a valid Certificate of Qualification.

3.0 CGP QSD/QSP TRAINING MATERIALS

- 3.1 CASQA agrees to provide the Trainer of Record with exclusive CGP QSD/QSP Training Materials.
- 3.2 CASQA has prepared and maintains CASQA's best management practice (BMP) Handbook/Portal that is available to the public through a subscription service. The Trainer of Record has access to the BMP Handbook/Portal if they obtain and maintain a valid subscription separate and apart from this Agreement. As long as the Trainer of Record has a valid subscription to the BMP Handbook/Portal, CASQA agrees, as a term of this Agreement, to allow the Trainer of Record to use CASQA's best management practice (BMP) Handbook/Portal for the specific uses described here:
 - a. online access and demonstration of BMP Handbook / Portal during training,
 - b. incorporation of still images from BMP Handbook / Portal into electronic training presentation, and
 - c. paper printing of PDF of training presentation and distribution to CGP QSD/QSP students. The Trainer of Record **does not** have permission to provide electronic copies of the BMP Handbook / Portal, including portions thereof (e.g., SWPPP Template) to his/her students.
- 3.3 The Trainer of Record understands and acknowledges that any use of CASQA's BMP Handbook/Portal by the Trainer of Record beyond those uses described in paragraph 3.2 are beyond the scope of this Agreement and are subject to CASQA's Copyright Statement and conformance with the Permission to Use provisions that are part of CASQA's BMP Handbook/Portal.
- 3.4 The Trainer of Record agrees that services provided under this Agreement must adhere to and cover the CGP QSD/QSP Training Materials as prepared by the CGPTT. CASQA understands that the Trainer of Record may also supplement the required course outline and content as the Trainer of Record determines is appropriate. The Trainer of Record understands that significant deviations from the course outline may lead to dissatisfaction from course participants and may be perceived as a misrepresentation of the qualifications material. Any deviations from the course outline and content are at the discretion of the Trainer of Record, except as limited by paragraph 3.5.
- 3.5 Any supplemental materials must be restricted to the subject matter of the course and may not include any promotional materials for the Trainer of Record or his/her organization.

4.0 ADDITIONAL RESPONSIBILITIES OF THE TRAINER OF RECORD

- 4.1 The Trainer of Record agrees to provide the minimum classroom instruction hours as stated in the CGP QSD/QSP Training Materials. The Trainer of Record agrees that the maximum amount of instruction to be provided on any single day may not exceed 10 hours per day. When calculating classroom instruction hours, 15-minute breaks may count toward the total and daily minimums; the lunch breaks will not count toward the total and daily minimums.
- 4.2 The Trainer of Record agrees to: Set up his/her CGP QSD/QSP Training course(s) with dates and locations, and, may as an option, inform CASQA of the dates of all upcoming courses and provide this information to CASQA for the purpose of listing the course(s) on the CASQA website.
- 4.3 The Trainer of Record agrees to be responsible for handling all financial transactions associated with his/her CGP QSD/QSP Training course(s). This includes, but is not limited to, registration, course materials, audio/visual, and classroom arrangements.
- 4.4 The Trainer of Record agrees to conduct CGP QSD/QSP Training only in-person, physically with his/her students, unless the Trainer of Record has been qualified by CASQA in advance to offer and conduct live training using the Internet or other approved electronic formats (i.e., virtual training).
- 4.5 The Trainer of Record agrees and understands that part of their responsibility includes entering information about their students online using the Office of Water Programs website. The information to enter online must include each student's name, direct e-mail address, phone number, and SSN4 (last four digits of Social Security Number). For the process to work effectively and efficiently, the Trainer of Record agrees to **enter student's information into the online system by the end of the last day of their training class. Such action is necessary because** students may register and take the exam(s) as soon as they complete the CGP QSD/QSP training course, which could be as soon as the same day their training ends. If their information has not been entered into the online system, the exam system will not recognize the student and will not allow the student to proceed to testing. Only a Trainer of Record, or their designee, may enter student information to start the process (i.e., a student may not do so).
- 4.6 CASQA encourages Trainers of Record to make themselves available to assist participants with questions regarding course content, before, during and after the course but not during the exam.
- 4.7 In certain circumstances when the exam(s) are administered on paper rather than online, the Trainer of Record may not be the Proctor for exams. Proctoring of exams is handled separately and is beyond the scope of this Agreement.
- 4.8 The Trainer of Record agrees that CASQA, or its agent, maintains the right to audit the Trainer of Record's Training courses and review, obtain, and copy all records pertaining to performance of this Agreement. The Trainer of Record agrees to provide CASQA, or its agent, with any relevant information requested for the purpose

of determining compliance with this Agreement. The Trainer of Record further agrees to maintain such records for the most recent successive period of three (3) years from the term of this Agreement.

- 4.9 The Trainer of Record acknowledges and understands that the cancelling of training courses causes disruption to many. Accordingly, the Trainer of Record agrees to avoid cancelling scheduled courses as much as possible. In the event that cancellations are unavoidable, the Trainer of Record agrees to notify each registered student at least 48 hours in advance of the scheduled start time. The Trainer of Record also agrees to notify registered students at least 48 hours in advance of a scheduled start time of a training course, of any change to the timing, location, or delivery of a scheduled training course, and the Trainer of Record agrees to update any information about the course posted to the CASQA website. The Trainer of Record agrees to take every step possible to confirm the receipt of the communication by each student registered in an affected course.
- 4.10 The Trainer of Record acknowledges and understands that repeated course cancellations may be considered a failure to conduct oneself in a professional manner, which may in turn result in noncompliance with the terms of this Agreement and may subject the Trainer of Record to action(s) under section 8.0.

5.0 OBLIGATIONS TO CONDUCT ONESELF IN A PROFESSIONAL MANNER

- 5.1 When performing services under the terms of this Agreement, the Trainer of Record agrees to conduct activities in accordance and compliance with any and all laws, regulations and established ethical and professional standards befitting his/her profession. Failure to perform at an established professional level, which includes meeting the standards in Paragraphs 5.2 through 5.5 of this Section, may result in noncompliance with the terms of this Agreement and may subject the Trainer of Record to action(s) under Section 8.0. Examples of failures to perform at a professional level may include repeated cancellation of scheduled courses and inappropriate clothing, anecdotal comments, humor, and other aspects of the course presentation that fail to adhere to the highest social standards. Further, sexist, racist or otherwise degrading comments will not be tolerated and are grounds for termination of this Agreement.
- 5.2 The Trainer of Record understands and acknowledges that CASQA serves its members and the broader stormwater quality professional community through the services provided under this Agreement. Accordingly, the Trainer of Record acknowledges and agrees to afford the professional respect due to CASQA, its members and staff, the CGPTT, and the CGP Training Program. Further, Trainers of Record should not make disparaging remarks about CASQA, its members and staff, the CCGPTT, and the CGP Training Program.
- 5.3 The Trainer of Record acknowledges and understands that the use of profanity is inappropriate and agrees to **not** use profanity while performing services under this Agreement.

- 5.4 The Trainer of Record agrees to avoid the mention of specific product names or manufacturers during the course presentation. CASQA does not endorse any products or proprietary techniques.
- 5.5 The Trainer of Record agrees to not use the scheduled course time to distribute any material that is self-promoting or represents business interests other than those directly related to CASQA or the CGP Training Program.

6.0 FINANCIAL

- 6.1 The Trainer of Record acknowledges and understands that he or she **will not** be compensated through CASQA for instruction of the CGP QSD/QSP Training. Trainer of Record are responsible for all costs associated with training and are encouraged to price each event to ensure profitability for their training by also including total compensation for time to and from the venue, any prior preparation time, and the actual instruction time.
- 6.2 Meals, coffee, or other refreshments are optional and are at the discretion of the Trainer of Record or if working with a sponsoring organization, that organization.

7.0 INDEMNIFICATION

- 7.1 The Trainer of Record agrees to indemnify and hold CASQA and its officers, directors, employees, or agents harmless from any losses, damages, liabilities, claims, or actions against CASQA for bodily injury or property damage, including attorney fees incurred by CASQA in defending any such damages, claims, or actions to the extent caused by the negligence or willful misconduct of the Trainer of Record in the performance of his/her obligations under this Agreement.
- 7.2 In the event the Trainer of Record and/or CASQA is named as a defendant in any legal action as a result of negligence or willful misconduct of the Trainer of Record in the performance of his/her obligations under this Agreement, the Trainer of Record shall indemnify CASQA, its officers, members, employees, or agents against any and all losses, claims, lawsuits, liabilities, damages, or costs incurred in responding, including but not limited to, reasonable attorney fees and costs of suit.

8.0 ACTIONS FOR NONCOMPLIANCE WITH AGREEMENT

- 8.1 The Trainer of Record understands that CASQA reserves the right to take action(s) in the event that the Trainer or Record violates or is in noncompliance with any term of this Agreement, including failure to abide by the Professional Conduct provisions in Section 5.0. Action(s) taken by CASQA may include, but is not limited to, (a) termination of the Agreement as applied to the Trainer of Record; (b) suspension of a Trainer of Record's status as a qualified CGP QSD/QSP trainer; and, (c) other action(s) as deemed appropriate by the CASQA Board of Directors.
- 8.2 In the event that CASQA seeks to take action(s) against a Trainer of Record for violation or noncompliance with this Agreement, CASQA agrees to provide the Trainer of Record written notice at least sixty (60) days in advance of the proposed action(s) becoming effective. The written notice provided by CASQA shall include a

reason(s) for such action(s). The Trainer of Record may request that CASQA provide the Trainer of Record an opportunity to appear before the CASQA Board of Directors to respond to the proposed action(s) prior to the action becoming effective. The CASQA Board of Directors reserves the ultimate authority to determine if the proposed action(s) shall become effective.

9.0 ACTIONS IN RESPONSE TO COMPLAINTS

- 9.1 Separate and apart from actions taken by CASQA for noncompliance with the Agreement under Section 8.0, CASQA may also take action(s) in response to written complaints received by CASQA from students, fellow Trainers of Record, State Water Board, Regional Water Board, or CASQA. CASQA's actions in response to written complaints shall be subject to paragraphs 9.2 through 9.3, unless the complaint includes an activity that also constitutes noncompliance or a violation of this Agreement. If the complained about activity constitutes noncompliance or violation of this Agreement, then CASQA reserves the right to respond to the complaint under Section 8, or under paragraphs 9.2 through 9.3.
- 9.2 Upon receipt of written complaints by students, fellow Trainers of Record, State Water Board, Regional Water Board, or CASQA, and confirmation of the same, CASQA may issue a letter of warning to the Trainer of Record detailing the problem and putting the Trainer of Record on notice that CASQA may take further action(s), including but not limited to, termination of the Agreement or suspension of their Trainer of Record status if the Trainer of Record does not correct the actions that led to or caused receipt of complaints.
- 9.3 Upon the receipt by CASQA of additional complaints within the next twelve-month period, the CASQA Board of Directors will determine if additional action(s) should be taken. In the event that CASQA seeks to take action(s) against a Trainer of Record due to the receipt of additional complaints, CASQA agrees to provide the Trainer of Record written notice at least sixty (60) days in advance of the proposed action(s) becoming effective. The written notice provided by CASQA shall include a reason(s) for such action(s). The Trainer of Record may request that CASQA provide the Trainer of Record an opportunity to appear before the CASQA Board of Directors to respond to the proposed action(s) prior to the action becoming effective. The CASQA Board of Directors reserves the ultimate authority to determine if the proposed action shall become effective.

10.0 LIMITATIONS OF LIABILITY

- 10.1 The Trainer of Record acknowledges and understands that CASQA will not be responsible for any compensation, reimbursement, or damages (including lost profits or other indirect or special damages) arising in connection with the Trainer of Record's failure to achieve or maintain "Qualified" CGP QSD/QSP trainer status or other inability to perform the services under this Agreement, including as a result of any (a) termination of this Agreement; (b) suspension of the Trainer of Record's "Qualified" CGP QSD/QSP trainer status, or, (c) discontinuation of CASQA's CGP QSD/QSP trainer program in whole or part for any reason. The Limitations in this section apply to the maximum extent permitted by applicable law.

- 10.2 Trainer of Record acknowledges and understands that CASQA will not be responsible for damages or personal injury suffered by the Trainer of Record while performing the tasks of providing CGP QSD/QSP Training or any other related activities. The Trainer of Record is responsible for obtaining and maintaining any insurance deemed necessary by the Trainer of Record.

11.0 ADDITIONAL TERMS AND PROVISIONS

- 11.1 In the event of any controversy or dispute arising out of this Agreement, all such matters shall be submitted to arbitration in the State of California to be conducted under Commercial Rules of the American Arbitration Association. Any award of the arbitrator shall be enforceable in any court of competent jurisdiction within the State of California, County of Orange.
- 11.2 The Agreement shall be interpreted and enforced pursuant to the laws of the State of California. In the event of any litigation arising hereunder, the CASQA and the Trainer of Record agree to submit to the jurisdiction of any court of competent jurisdiction with the State of California, County of Orange.
- 11.3 In the event that any litigation or other proceeding is commenced between the Parties for breach, performance or enforcement of this Agreement, the Party prevailing in such litigation, arbitration, or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees, which sum shall be determined by the court in such litigation, arbitrator in such arbitration or by separate legal action brought for that purpose, in accordance with the provisions of California Civil Code, Section 1717.
- 11.4 This Agreement may only be amended or modified by a written instrument executed by CASQA. The Trainer of Record will be given at least 60 days prior notice of any amendments to the Agreement.
- 11.5 All notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing via email or physical mail and sent to the following:
- (a) CASQA: CASQA@casqa.org; physical mail to KSC, Attn CASQA, 1415 L Street, Suite 400, Sacramento, CA 95814.
 - (b) ToR: email and physical address required to be provided and maintained by the ToR to CASQA
- 11.6 Neither Party may assign Agreement or its rights or entitlements therein without the prior written consent of the other Party.
- 11.7 If any provision of the Agreement is found invalid or unenforceable, the balance of the Agreement shall remain in full force and effect.
- 11.8 The Agreement may be executed electronically and in counterparts with the same force and effect as if executed in one complete document.
- 11.9 This Agreement contains the entire Agreement between CASQA and the Trainer of Record.

CASQA—Construction General Permit Trainer of Record Agreement

The Trainer of Record's signature below indicates his/her Agreement to follow all the terms and conditions of this Agreement.

Failure to sign and return this Agreement will result in the Trainer of Record's removal from the list of Trainers of Record.

For CASQA Use Only	
Effective: _____	
_____	_____
CASQA	Date

Trainer of Record (Please Type or Print)

(Signature)

Organization

Date

12.0 VIRTUAL TRAINING

If the Trainer of Record plans to develop and conduct Internet-based (virtual) training, with the exception of provision 4.4 (The Trainer of Record will conduct CGP QSD/QSP Training only in-person, physically with his/her students), which is waived, in addition to all of the rest of the provisions of the Agreement, he/she is subject to the following supplemental provisions:

- 12.1 The Trainer of Record must develop a Virtual CGP Training Plan (Plan) that addresses how the Trainer of Record and their virtual training class will meet the Criteria (below). The Plan must be emailed to CASQA at CASQA@casqa.org with the subject line “Virtual CGP Training Plan” at least 15 days before the beginning of the first proposed virtual CGP training class. More details on the steps to develop and submit the Plan and prepare to conduct virtual training are provided on the CGP Trainer of Record web page.
- 12.2 The Plan will be reviewed for responsiveness to the list of Criteria. If determined to be complete, the Plan will be deemed Conditionally Accepted. If determined to be incomplete, the Plan will be deemed deficient and the Trainer of Record required to revise and resubmit the Plan. The Trainer of Record shall not conduct the first proposed virtual CGP training class until they receive notice that the Plan is deemed Conditionally Accepted.
- 12.3 The Trainer of Record shall not advertise, announce, or otherwise promote that he/she is conducting virtual CGP training until they receive notice that the Plan is deemed Conditionally Accepted.
- 12.4 The Plan will be made public via web posting.
- 12.5 The Trainer of Record must have and provide a Refund Policy to address situations when technical problems make a virtual training class unworkable.
- 12.6 Before the end of each class, the Trainer of Record must timely send to CASQA at CASQA@casqa.org a Student List for each class in an electronic spreadsheet software format (e.g., Excel or equivalent) that includes at least three fields: first name, last name, and email address.
- 12.7 The Conditional Acceptance will be effective until an Audit of a class is conducted, consistent with provision 4.8. If determined to be adequate, the class will be deemed Accepted. If determined to be inadequate, the Trainer of Record will be required to revise and resubmit the Plan. The Trainer of Record shall not conduct any more virtual CGP training classes until they receive notice that the class is deemed Accepted.
- 12.8 These supplemental provisions will remain in effect until a Programmatic Review of the virtual CGP training is conducted.

Criteria for Internet-based (Virtual) Training Courses for CGP QSD/QSP Training

To be eligible to conduct virtual QSD or QSP training, the following staffing, technological, logistical / administrative, course, and student criteria must be met. Virtual training must also meet all of the requirements specified in the CASQA-Trainer of Record Agreement, except as modified below.

Staffing

- Instructor – Each class must be led by a current Trainer of Record (Agreement section 2.1) knowledgeable and experienced in using the virtual technology.
- Assistant – Each class must have an assistant knowledgeable and experienced in monitoring, addressing, and resolving technological and logistical / administrative issues so the ToR does not need to do so.

Technological

- Connectivity – The Trainer of Record must have adequate connectivity to the Internet to deliver the training content.
- Platform – The primary virtual technology must be a two-way audio and video communication platform.
- Equivalency – The platform must include features that provide the following for every student making the virtual training substantially equivalent to in-person training:
 - Real-time connectivity / interaction (no or limited pre-recorded content)
 - Two-way communication between instructor and each student
 - Two-way communication between students
 - Check each student’s presence
 - Monitor each student’s attention
 - Communications management (e.g., Mute, Raise Hand)
- Supplemental technology – To enhance the level of equivalency to in-person training, supplemental technology is required if the enhancement categories described below are not provided by the primary technology platform. For each of the three enhancement categories below, the Trainer of Record must provide at least one of the capabilities listed (for example: Learning materials – capability to Use/Revise/Annotate; Interactivity – Quizzes; and Communications – Voting):

Enhancement Category	Capabilities (provide at least one capability per category)
Learning materials	Access, Use/Revise/Annotate, Sharing, Reference
Interactivity	Exercises, Competitions, Breakout sessions, Quizzes
Communications	Email, Voting

Logistical / Administrative

- Class Size / Type – The size of each class must not exceed 12 students. All students must participate virtually; no in-person students.
- Information Technology (IT) Pre-check – A technology pre-check must be required of each student in each class at least the day before the class starts so any connectivity, login, or other IT issues may be identified and addressed before the class starts.
- Teaching environment – The ToR Instructor, Assistant, Assisting Instructor(s), Guest Speaker(s), and any other individuals involved in delivering the training class must participate from a location relatively free of background noises and distractions and must appear on-screen from a professional-looking location, which may be simulated by use of a virtual background.

Amendment No. 1: Supplement to CASQA—Construction General Permit Trainer of Record Agreement

- Security / Privacy – The Trainer of Record must ensure that none of the following student personal information (Last 4 digits of SSN, PIN, credit card numbers, or mailing addresses) is visible to anyone other than the ToR Instructor or the Assistant.

Course

- Equivalency – Each class must be equivalent to the course developed and overseen by the CGPTT, approved by the State Water Board, and specified in the Agreement between CASQA and the CGP ToR.
- Length – Each class must be the full course and meet the minimum contact hours required for a QSP (12.5 contact hours) or QSD (20 contact hours), respectively.
- Materials – Each student must be provided with materials equivalent to those provided to students taking in-person classes.

Students

- Learning environment – Each student must take the class in a location relatively free of background noises and distractions and with adequate connectivity to the Internet.
- Technical capabilities – Each student must participate in the class using a desktop or laptop computer with a camera. Participation in the video element of the training by cell phone is prohibited. Participation in the audio element (i.e., listening or speaking) by phone is permissible if done in conjunction with participation in the video element using a desktop or laptop computer with a camera.

Amendment No. 1: Supplement to CASQA—Construction General Permit Trainer of Record Agreement

The Trainer of Record's signature below indicates his/her Agreement to follow all the terms and conditions of this Supplement to the Agreement.

Failure to sign and return this Supplement to the Agreement will result in the Trainer of Record's ineligibility to conduct virtual CGP training classes.

For CASQA Use Only	
Effective: _____	
_____	_____
CASQA	Date

Trainer of Record (Please Type or Print) (Signature)

Organization Date