

MEETING DATE: 1/26/09

AGENDA ITEM: Authorization to Enter Into a Professional Services Agreement with Charles Abbott Associates, Inc. to Provide Inspection Services for Culver City's NPDES Program.

ATTACHMENTS

		<u>Pages</u>
1	August 11, 2008 City Council Staff Report	1-20
2	Proposal submitted by CAA	21-45

City of Culver City, California
City Council Agenda Item Report

Meeting Date: 8/11/2008		Item Number: <u>C-8</u>	
AGENDA ITEM: Authorization to Issue a Request for Proposals for Compliance Inspection Services for Culver City's NPDES Program.			
Contact Person/Dept.: Kaden Young		Phone Number: (310) 253-6445	
Fiscal Impact: Yes ☒ No ☐		General Fund: Yes ☒ No ☐	
Public Hearing: ☐		Action Item: ☐	Attachments: ☒
Public Notification: Master E-Mail Notification List (08/06/08)			
Department Approval: Charles D. Herbertson (08/04/08)		City Attorney Approval: Carol Schwab (by H. Baker) (08/06/08)	
Chief Financial Officer Approval: Jeff Muir (by N. Kimball) (08/06/08)		City Manager Approval: Jerry B. Fulwood (08/06/08)	
<u>RECOMMENDATION:</u> Staff recommends the City Council authorize the issuance of a Request for Proposals for compliance inspection services for Culver City's NPDES Program. <u>BACKGROUND:</u> The current National Pollutant Discharge Elimination System (NPDES) Municipal Permit (Permit) requires that certain commercial/industrial sites be inspected for compliance with storm water regulations. The purpose of the inspections is to verify that site operators are implementing appropriate Best Management Practices (BMPs) to minimize pollutant discharges to the storm drain system. The Permit requires that these sites be inspected twice within the term of the Permit, or about every 30 months. Restaurants, fueling stations, automotive repair facilities and certain industrial sites are targeted for these inspections. Approximately 500 sites require inspection in Culver City. Inspections were last conducted in 2006 through a contract with John L. Hunter and Associates. Two inspections were conducted at each site placing the City in compliance with the inspection provisions of the Permit. <u>DISCUSSION:</u> Although inspections of all commercial sites were previously conducted, City staff continues to observe violations and non-storm water discharges from commercial sites. It is believed that these continuing offenses are attributable to commercial staff turn-over with new hires not trained in proper storm water best management			

City of Culver City, California
City Council Agenda Item Report

practices. It is important that more frequent inspections be conducted to inform new staff members of storm water laws and to provide them with education to assist them in reducing storm water pollution. It is recommended that commercial site inspections be conducted on an annual basis in lieu of the 30 month interval required by the NPDES Permit.

Request for Proposals (RFP)

Storm water regulatory compliance activities are conducted by the Environmental Programs and Operations Division of the Public Works Department. Presently, the Division lacks the inspection personnel to perform the inspections in-house. It is recommended that City Council authorize Staff to issue the attached RFP to solicit proposals from inspection firms to conduct storm water compliance inspection services. Attached is a sample inspection checklist that the City currently uses and may be revised or adopted by the consultant.

FISCAL ANALYSIS:

The term of the agreement would be for one (1) year with the option to extend the contract for four (4) additional years upon mutual consent of the City and consultant. It is estimated that the cost of a consultant contract issued in response to this RFP will range from \$40,000 to \$45,000 per year, which will be funded by P-497, NPDES – Storm Water Discharge Program (42000497).

ATTACHMENTS:

- 1) Request for Proposals – Compliance Inspection Services for NPDES/Stormwater Program
- 2) Sample Inspection Checklist

MOTION:

That the City Council:

Authorize the issuance of a Request for Proposals for compliance inspection services for Culver City's NPDES Program.

MEETING DATE: 8/11/08

AGENDA ITEM: Authorization to Issue a Request for Proposals for
Compliance Inspection Services for Culver City's NPDES
Program.

ATTACHMENTS

		<u>Pages</u>
1	Request for Proposals – Compliance Inspection Services for NPDES/Stormwater Program	1-17
2	Sample Inspection Checklist	18



PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSALS

COMPLIANCE INSPECTION SERVICES

for

NPDES/STORMWATER PROGRAM

B-1401

August 2008

SUBMITTAL DEADLINE: 3:00 PM; WEDNESDAY, SEPTEMBER 10, 2008



SECTION 1 – GENERAL

The City of Culver City is seeking proposals from consulting firms with a proven track record in providing professional services of environmental compliance inspections.

SECTION 2 – PROGRAM DESCRIPTION

The request is for a consulting firm to provide and perform approximately 500 National Pollutant Discharge Elimination System (NPDES) mandated inspections of commercial sites. Inspection program must include appropriate reports and enforcement records. Provide City staff with full access to the hardcopy and electronic records and data related to the inspections for annual reporting purposes.

In addition, the consulting firm may be required to perform other types of inspections such as construction (GCASP), industrial (GIASP), illegal connection/illicit discharges (IC/ID), and other NPDES mandated inspections.

SECTION 3 – SCOPE OF SERVICES

The scope of services for this program will include the following tasks:

1. Develop list of commercial sites to visit from City's business license database.
2. Setup timeline to complete all inspections by June 30, 2009.
3. In FY 2008-2009 (July 1, 2008 to June 30, 2009), inspect approximately 500 facilities using the checklist attached as Exhibit No. 1 and provide to the City a weekly report of sites visited along with noted violations and enforcement actions.
 - a. If violations are detected, provide a correction notice to the site operator(s) with a copy to the property owner(s) and schedule follow-up inspection(s).
 - b. Perform follow-up inspection(s).
 - c. If the problems continue, enlist the City's Code Enforcement staff for enforcement actions.
4. Create database system to track inspection list and status of each facility.
5. Provide City staff with full access to the hardcopy and electronic records and data.



6. In FY 2009-2010, FY 2010-2011, FY 2011-2012 and FY 2012-2013 use the City's current business license database to update the list of commercial sites. Perform approximately 500 site inspections in each year according to the procedures described in item 3 above.

SECTION 4 - REQUIRED INFORMATION

Five (5) copies of the following information, one copy of which must be single-sided and unbound, are requested as part of the submittal requirements. Please use the following format:

1. Letter of Introduction – include the respondent's basic understanding of the proposal; limited to two pages.
2. Project Management – the legal name, year of establishment, and structure (i.e. sole proprietorship, partnership, corporation, etc.) of firm. The name, address, telephone number, and e-mail of the person to whom correspondence should be directed and the name of the person who has authority to negotiate on behalf of the firm.
3. Project Team – list the proposed project team members, by name and position, the function each person will perform, and the percent of time each will spend on this program. Provide resumes for each proposed team member, including past experience of each team member related to this program.
4. A list of sub-consultants, if any, proposed to assist the prime consultant. This list shall also include the sub-consultants' qualifications pertinent to this program.
5. The City must approve changes in key personnel subsequent to the award of the contract.
6. Approach – describe the firm's approach to Section 3 – Scope of Services in this RFP, as well as the level of involvement and interaction with City staff anticipated. Also describe what kind of information will be required from City staff.
7. Experience – provide a list of governmental agencies the firm and proposed team currently assists or has assisted in the past five years, in the capacity similar to the scope of services mentioned in this RFP. Include a brief description, including the length of time, of services provided for each government agency.
8. Term – the term of the contract entered into in response to this RFP will be 1 (one) year. The City and Consultant can choose to extend the term of the contract upon mutual



consent to do so. Rates and fees will be adjusted according to the Consumer Price Index as indicated in Item 9.b. below.

9. Rates – provide a not-to-exceed contract amount for the project, cost by each task listed in Section 3 – Scope of Services, and hourly rates for the personnel assigned to this program.
 - a. Provide a fee proposal that includes, as a minimum:
 - i. The number of anticipated hours per month to perform each task by each classification of personnel.
 - ii. When necessary, rates or fees per call-out to inspection site that is unexpected (GCASP, GIASP, IC/ID, etc.).
 - b. Each subsequent year after FY 2008-2009 rates and fees will be adjusted annually upon the anniversary date of the contract by the State of California Consumer Price Index (CPI), as referenced at www.dir.ca.gov/dlsr for the month in which the anniversary date occurs.
 - c. Any changes in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City in writing prior to commencement of actual change in work. No fee adjustment will be allowed unless said prior approval is authorized exclusively in writing by the City, without exception.
10. References – for each of the government agency listed as part of the firm’s experience, provide a reference name, position, address, telephone, fax and e-mail.

SECTION 5 – METHOD OF SELECTION

The City will evaluate the proposals taking the following into consideration:

- a. Ability of the inspection team to perform the specific tasks required.
- b. Qualifications of the inspection team members and the relevant experience of the individuals involved.
- c. Demonstrated record of success by the consultant team on similar programs for governmental agencies.
- d. Responsiveness to this RFP and the completeness of the information provided.
- e. Thorough knowledge of State and Federal laws relating to MS4 NPDES permit and storm water regulations.



The proposed fee is not intended to be the governing factor in the selection process but will be considered. The proposed fee must be submitted in a sealed envelope, separate from the proposal.

Interviews will be scheduled with the top candidates. The City in its sole discretion will determine how many and which firms will be invited to interview.

SECTION 6 – SOLE AUTHORITY

Rights of Rejection

The City intends to award a contract to the respondent that demonstrates the highest level of expertise and capabilities to provide the requested services. The City reserves the right to reject any and all proposals or to re-issue the RFP when such action shall be considered in the best interest of the City.

By submitting a response to this RFP, prospective consultants waive the right to protest or seek legal remedies whatsoever regarding any aspect of this RFP. In addition, the City reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or submission requirements, should the City determine in sole and absolute discretion that such changes are necessary. The City also reserves the right to approve all individuals and firms, if any, to be retained by the prime consultant. The City's policy is to screen consultants based upon their proposal and project reference checks.

SECTION 7 – RFP QUESTIONS

Questions regarding this Request for Proposals must be submitted no later than **5:00 P.M. PST on Wednesday, August 27, 2008 by e-mail.** Questions should be submitted to:

damian.skinner@culvercity.org

Responses to RFP questions will be e-mailed only to RFP holders who have provided an e-mail contact.



SECTION 8 – CONTRACT

The lead firm will be required to enter into an agreement with the City of Culver City prior to commencing work. No selection will be final until an agreement has been properly executed and signed by the consultant and the City. The terms of the agreement will include, among other items, insurance requirements established by the City. A sample form professional services contract is attached as Exhibit No. 2.

Errors and omissions insurance shall provide a minimum coverage limit per claim of not less than \$1,000,000 per claim/\$1,000,000 in aggregate with an additional \$1,000,000 in exclusive coverage to the Program. Such policy may be written on a "claims made" basis provided it commences as to each named insured upon execution of each covered contract, continues until Final Completion and includes at least a one year discovery period after completion of the program.

All firms are required to have Worker's Compensation coverage and General Liability and Automobile Liability, each with a limit of \$1,000,000, naming the as additional insured and provide for a 30-day notice of cancellation. Additionally, the consultant is also required to have the insurance company execute the City's Special Endorsement form. A copy of the Special Endorsement form is attached as Exhibit No. 3. The firm and all sub-consultants must obtain a City of Culver City business tax certificate.

Should the City's relationship with the firm /contractor end during any phase of the inspection program, the City will retain possession of and exclusive rights to any inspection records and/or documents produced by the consultant.

SECTION 9 – PROPOSALS DUE

Five copies of the proposal and your proposed fee in a separate sealed envelope must be submitted **by 3:00 P.M., September 10, 2008** to the address shown below. Postmarks will not be accepted in lieu of delivery. Proposals are to be sent to:

Damian Skinner
Environmental Programs & Operations Division Manager
Culver City Public Works Department
9505 Jefferson Boulevard
Culver City, CA 90232-0507

All submittals must be clearly marked as "Proposal for Professional Compliance Inspection Services for Culver City's NPDES Program, B-1401."



City Hall business hours are 7:30 am - 5:30 pm, Monday through Friday, City Hall is closed alternate Fridays and will be closed on August 15, 2008.

SECTION 10 – FURTHER INFORMATION/CONTACT

Kaden Young, Associate Engineer

kaden.young@culvercity.org

(310) 253-6445

Damian Skinner, Environmental Programs & Operations Division Manager

damian.skinner@culvercity.org

(310) 253-6421

EXHIBITS:

1. Sample Inspection Checklist
2. Sample Form Professional Services Contract
3. Special Endorsement Form



EXHIBIT 1

Sample Inspection Checklist



CITY OF CULVER CITY

Department of Public Works
Environmental Programs & Operations Division
STORMWATER INSPECTION CHECKLIST

Date:

Time:

REASON FOR INSPECTION

- | | |
|--|--|
| ☐ First Inspection | ☐ Response to Complaint |
| ☐ Second Inspection | ☐ Follow Up |
| ☐ New Facility | ☐ Other: |

Site Name:

Site Address:

SIC Number:

SIC Narrative:

WDID Number:

SWPPP on site:

Site Contact:

Position/Title:

Phone:

Email:

Owner:

Owner's info:

GENERAL	YES	NO	N/A	COMMENTS
Is the site free of litter and debris?				
Are discharge locations free of sediment and debris?				
Are parking lots, sidewalks and streets free of sediment and debris?				
Is pressure washing of parking lots or sidewalk conducted at the facility? If so, is wash water captured?				
Are roof downspouts directed away from areas of potential pollutants?				
LANDSCAPING				
Are irrigation systems programmed to minimize over-watering and runoff?				
Are stockpiles of soil or landscape waste equipped to prevent runoff?				
MATERIALS & WASTES				
Are adequate trash containers provided?				
Are adequate recycling containers provided?				
Is the trash/recycling area enclosed and free of litter and debris?				
Is timely service and removal provided to prevent waste containers and sanitary facilities from overflowing?				
Are outdoor material storage areas adequate (covered areas with secondary containment)?				
Are outdoor storage containers properly labeled?				
Is there an accessible spill response plan and kit?				
Are loading and unloading areas free of spills and debris?				
EQUIPMENT & VEHICLES				
Are exposed parking areas free of significant spills and leaks?				
Are heavy equipment and vehicles stored in garages or under canopies?				
Are vehicle maintenance activities conducted within contained areas (garage, canopy, work shop)?				
Are vehicle-fueling areas covered and are storm drain inlets protected from spills and leaks?				
Is vehicle washing performed in a contained area where runoff does not enter the MS4?				
Are biodegradable soaps used for cleaning activities?				
FOOD ESTABLISHMENTS				
Does facility have a grease trap or interceptor?				
Are copies of maintenance attached?				
Does the restaurant hose off the site?				
Are floor mats hosed off? If so, where?				
Are storm drain inlets free of grease and other food debris?				
NON-STORMWATER MANAGEMENT				
Is the site free of evidence of illicit connections and illegal discharge?				
Is the site free of evidence of unauthorized releases to storm drains?				
OTHER				
Are there any other potential storm water pollution issues or concerns?				
Are all applicable BMPs being implemented?				
Were any educational materials distributed?				
RECOMMENDED CORRECTIVE ACTION:				
VIOLATION:				



EXHIBIT 2

Sample Form Professional Services Contract

SAMPLE

CITY OF CULVER CITY
STANDARD FORM CONTRACT

WITH: (Consultant) .

FOR: Professional Compliance Inspection Services for Culver City's NPDES Program

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and (Consultant), a _____ corporation, hereinafter referred to as "Consultant."

1. CONSULTANT'S SERVICES. Consultant agrees to perform, during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service".
2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Paragraph 27 of this Agreement and shall end upon satisfactory completion of the work, as reasonably determined by City's Public Works Director.
3. PAYMENT FOR SERVICES. City shall pay for the services performed by Consultant pursuant to the terms of this Agreement.
4. TIME FOR PERFORMANCE. Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under Paragraph 7 of this Agreement; and, (b) City gives Consultant a written and signed Notice to Proceed.
5. DESIGNATED REPRESENTATIVE(S). _____. shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant Representative shall actually perform, or provide immediate supervision of Consultant's performance of, the Scope of Service.
6. HOLD HARMLESS. Consultant shall be responsible for any and all injuries to or death of any person, and for any and all damage to any and all real or personal property including City's or others, caused by or resulting from any acts, errors or omissions of Consultant, its employees or its agents arising out of or connected with rendition of services hereunder. Consultant shall defend, hold harmless and indemnify City and its officers and employees from any and all liability claims, including costs, for damages to real or personal property, or

personal injury or death, resulting from Consultant's, its employees or agent's acts, errors or omissions arising out of or connected with rendition of services hereunder.

7. INSURANCE. Without limiting its obligations pursuant to Paragraph 6 of this Agreement, Consultant shall submit one or more duly executed certificates of insurance for Comprehensive General Liability in the minimum amount of One Million Dollars (\$1,000,000) single limit coverage, City's Special Endorsement Form naming City as additional insured, Professional Liability in the minimum amount of One Million Dollars (\$1,000,000), Automobile Liability in the minimum amount of \$1,000,000 and Workers Compensation insurance in statutorily required amounts.
8. INDEPENDENT CONSULTANT STATUS. City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.
9. NON-APPROPRIATION OF FUNDS. Payment due and payable to Consultant for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of City. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.
10. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City shall be prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.
11. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

12. OWNERSHIP OF CONSULTANT'S WORK PRODUCT. City shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement, or at any earlier or later time when the same may be requested by City. Such work product shall be transmitted to City within ten (10) days after a written request therefor. Consultant may retain copies of such products. All written documents shall be provided to City in digital and in hard copy form.

13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To City: City of Culver City
Attn: Charles D. Herbertson, Public Works Director
9770 Culver Boulevard
Culver City, CA 90232-0507

To Consultant:

14. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.

15. PERMITS AND LICENSES. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.

16. APPLICABLE LAWS, CODES AND REGULATIONS. Consultant shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work. Consultant agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.

17. PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY. For work performed, Consultant agrees to seek bids for supplies and materials from businesses located within the City of Culver City, with the intent to make purchases from these businesses if such purchases can be made at competitive prices.

18. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the services provided hereunder.

19. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.
20. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
21. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
22. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty-days' (30-days') written notice.
23. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 22 of this Agreement, City shall be liable to Consultant only for work satisfactorily performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant shall be entitled to payment for work satisfactorily completed to date, based on a proration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out billing.
24. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of Los Angeles County.
25. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
26. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between City and Consultant, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.
27. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of City, and shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

(CONSULTANTS)

Dated: _____

By _____

Its _____

Dated: _____

By _____

Its _____

CITY OF CULVER CITY, CALIFORNIA

Dated: _____

By _____

Jerry Fulwood
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Charles D. Herbertson
Public Works Director

Carol A. Schwab
City Attorney

APPROVED AS TO FINANCING:

APPROVED AS TO BUSINESS
TAX CERTIFICATE:

Marlee Chang
City Controller

Nagam Rao
Treasury Division Manager



EXHIBIT 3

Special Endorsement Form

SPECIAL ENDORSEMENT

CITY OF CULVER CITY

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, it is agreed that the policy shall and does:

1. Include the City of Culver City and its officers and employees as additional insureds in the policies described on the attached Certificate of Insurance as they may be held liable for injuries, death or damage to property arising out of or in connection with the contract, executed by the named insured and the City of Culver City. It is further agreed, this policy shall be primary and noncontributing with any other insurance or self insurance program available to the City of Culver City, and includes a severability of interest clause; and
2. Provide any general aggregate limit shall apply separately to the above subject contract; and
3. Provide the naming of the additional insureds as herein provided shall not affect any recovery to which such additional insureds would be entitled under this policy if not named as such additional insureds; and
4. Provide the additional insureds named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof; and
5. Provide the additional insureds named herein shall not by any reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever; and
6. Provide the provisions of the policy shall not be changed, canceled or otherwise terminated as to the interest of the additional insureds named herein without first giving thirty (30) days written notice thereof to the City Attorney and Public Works Director/City Engineer of the City of Culver City by certified mail, return receipt requested, and addressed as follows:

City Attorney
City of Culver City
9770 Culver Boulevard
Culver City, CA 90232-0507

Public Works Director/City Engineer
City of Culver City
9770 Culver Boulevard
Culver City, CA 90232-0507

This endorsement is effective _____, 20____, when signed below by an Authorized Representative of _____ and, when issued to City shall be valid and form part of Policy(ies) No. _____ insuring _____, expiring on _____ and shall be in the same amount for the same coverage as the Policy(ies) to which is attached.

Insurer: _____

By: _____

Name and Title: _____

CITY OF CULVER CITY

PROJECT NO. _____

PROJECT NAME: _____

OR NAME OF AGENT OR BROKER

Address: _____

By: _____

(Signature of Authorized Representative)

Attachment: Certificate of Insurance

(If signed by other than insurer, proof of authority to bind insurer must accompany this form)



Proposal To:

Provide National Permit Discharge Elimination Program (NPDES)/Stormwater Program Compliance Inspection Services for the City of Culver City.

Submitted To:

Damian Skinner
Environmental Programs Operations Manager
Culver City Public Works Department
9505 Jefferson Boulevard
Culver City, CA 90232-0507

September 10, 2008



CHARLES ABBOTT ASSOCIATES INC.
2601 AIRPORT DRIVE, SUITE 110 TORRANCE, CA 90505
PHONE (310) 257-2000 • FAX (310) 534-8082
WWW.CAAPROFESSIONALS.COM

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September 10, 2008

Damian Skinner
Environmental Programs Operations Manager
Culver City Public Works Department
9505 Jefferson Boulevard
Culver City, CA 90232-0507

Subject: Proposal to Provide Compliance Inspection Services for NPDES/Stormwater Program

Dear Mr. Skinner:

Charles Abbott Associates, Inc. (CAA) is pleased to submit our proposal to provide Commercial Facility Inspection services and NPDES Program support to the City of Culver City (City).

CAA is exceptionally well qualified to serve the City, as our team is not only comprised of environmental experts, but also public works and government officials who understand the cost and practical issues associated with implementing the required measures of a comprehensive Compliance Inspection Program. CAA's environmental professionals have a proven track record in balancing regulatory requirements, cost effectiveness, political considerations, and practicality when advising their clients. CAA prides itself on being a firm who provides superior quality of services without sacrificing quality. CAA is also a progressive thinking firm which aims its self to efficiently guiding its clients and helping them identify creative solutions to complex environmental issues.

We pledge CAA's full resources to assure that the City maintains its objective of delivering outstanding public service and ensuring public health, while maintaining cost effectiveness. CAA stands by its commitment to unparalleled professionalism and service.

The attached proposal details our Project Team's expertise in providing similar services for various NPDES/Stormwater programs throughout Southern California. CAA's expert staff has assisted many clients in fulfilling the requirements established by the Regional Water Quality Control Boards and State Water Resources Control Board.



Please contact me directly at (310) 257-2004 should you have any questions or if there is additional information that we can provide you. The environmental staff and I look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads 'Kimberly Colbert'. The signature is written in a cursive, flowing style.

CHARLES ABBOTT ASSOCIATES, INC.

Kimberly Colbert

Director of Environmental Services

SECTION 2- PROJECT MANAGEMENT

“Our experience has taught us that communication and follow through are keys to effectively execute and manage.”

CAA's team of professionals has the technical skills, experience, and philosophy to perform the services requested by the City. Our Project Team possesses the unique skills necessary to perform inspections specific to industrial and commercial businesses. Our expert team brings a combined + 75 years of related project experience, together with an expertise in performing industrial inspection services for other municipal clients.

FIRM OVERVIEW AND CAPABILITIES

CAA was incorporated in the State of California in 1984. Over the past 24 years, we have provided outstanding professional engineering, environmental, contract management, code enforcement, inspection, facilities management, plan check, building & safety, and many other services to over 75 municipal and regional government agencies.

CAA'S OFFICES

CAA offices are strategically placed throughout Southern California and Nevada to support our clients with enhanced quality and responsiveness in the most cost effective manner.

Corporate Headquarters

27401 Los Altos Suite 220
Mission Viejo, CA 92691
Toll Free: (866) 530-4980
FAX: (949) 367-2852



Los Angeles County

2601 Airport Drive Suite 110
Culver City, CA 90505
Phone: (310) 257-2000
FAX: (310) 534-8082

Sacramento County

US Bank Plaza Center
980 Ninth Street, 16th Floor
Sacramento, CA 95814
Toll Free: (866) 530-4980
Phone: (916) 446-7104

Clark County, Nevada

5940 S. Rainbow, Suite 3000
Las Vegas, NV 89118
Phone: (702) 835-9217
FAX: (702) 835-9218

Nye County, Nevada

1210 E. Basin Avenue
Suite 1
Pahrump, NV 89048
Phone: (775) 751-3773
FAX: (775) 751-3778

FIRM'S ORGANIZATION

CAA's full-time staff of more than 134 employees is fully credentialed and cross-trained enabling us to quickly and effectively respond to any changes in our clients' needs. CAA has a demonstrated track record of very low turnover, which has proven beneficial to our clients. We employ a fully credentialed, cross-trained staff that effectively meets our building & safety, engineering, environmental and fire prevention commitments to our clients. The general make up of CAA's staff includes the following:

Principals	2
Civil/Structural Engineers	23
Engineering Associates	10
Building & Safety	52
Environmental, Fire Prevention & Planning	17
Technicians	17
Administrative	13
TOTAL	134

SECTION 3 - Project Team

“The CAA team understands the challenges and the processes of preparing a thorough Industrial Inspections Program, and is prepared to execute.”

CAA has identified and dedicated to the City an integrated team of environmental professionals experienced in all aspects of storm water management, compliance monitoring and inspection, as well as construction site management and engineering to fully service your needs.

CAA's management approach has been highly effective in maintaining strict quality and contract compliance in the performance of similar studies. Our Project Team maintains several key qualities:

- ❖ An efficient, functional organizational structure that provides clear lines of authority, responsibility, accountability and communication,
- ❖ Highly qualified key personnel, with a Project Manager who has a proven track record managing similar and multi-task contracts,
- ❖ Strict cost and schedule control procedures that address planning, scheduling, budgeting, performance, measurement, performance evaluation, and quality control,
- ❖ Proven success with project tracking and documentation procedures and systems to facilitate the early identification of performance issues,
- ❖ Well-planned and disciplined execution of timely and effective corrective action, and
- ❖ Formalized communication requirements to provide effective teamwork, and
- ❖ A Quality Assurance and Control Plan designed to expedite progress and eliminate rework.

It is also important that the Project Team members possess the following key skills:

- Managing the general program areas;
- Performance of commercial facilities inspections;
- Technical knowledge to perform the duties;
- Certification/Registration in the necessary disciplines to demonstrate their technical knowledge;
- Ability to stay current with technology through ongoing training;
- Ability to communicate effectively with the public; and
- Desire to work cooperatively with other staff members and consultants.

Rusty Reed, PE, is the proposed Principal-in-Charge. Mr. Reed brings over 30 years of environmental management experience and will ensure that firm's resources are available to efficiently and timely execute the project. He brings a wealth of municipal engineering and management skills to the team.

Kimberly Colbert, CHMM, REM, CEM., is the proposed Project Director for this project. Ms. Colbert will serve as program management and NPDES technical resource to the team. She brings over 18 years of environmental and water quality experience to the team and is an authority in industrial and commercial facilities inspections in Southern California. Ms. Colbert

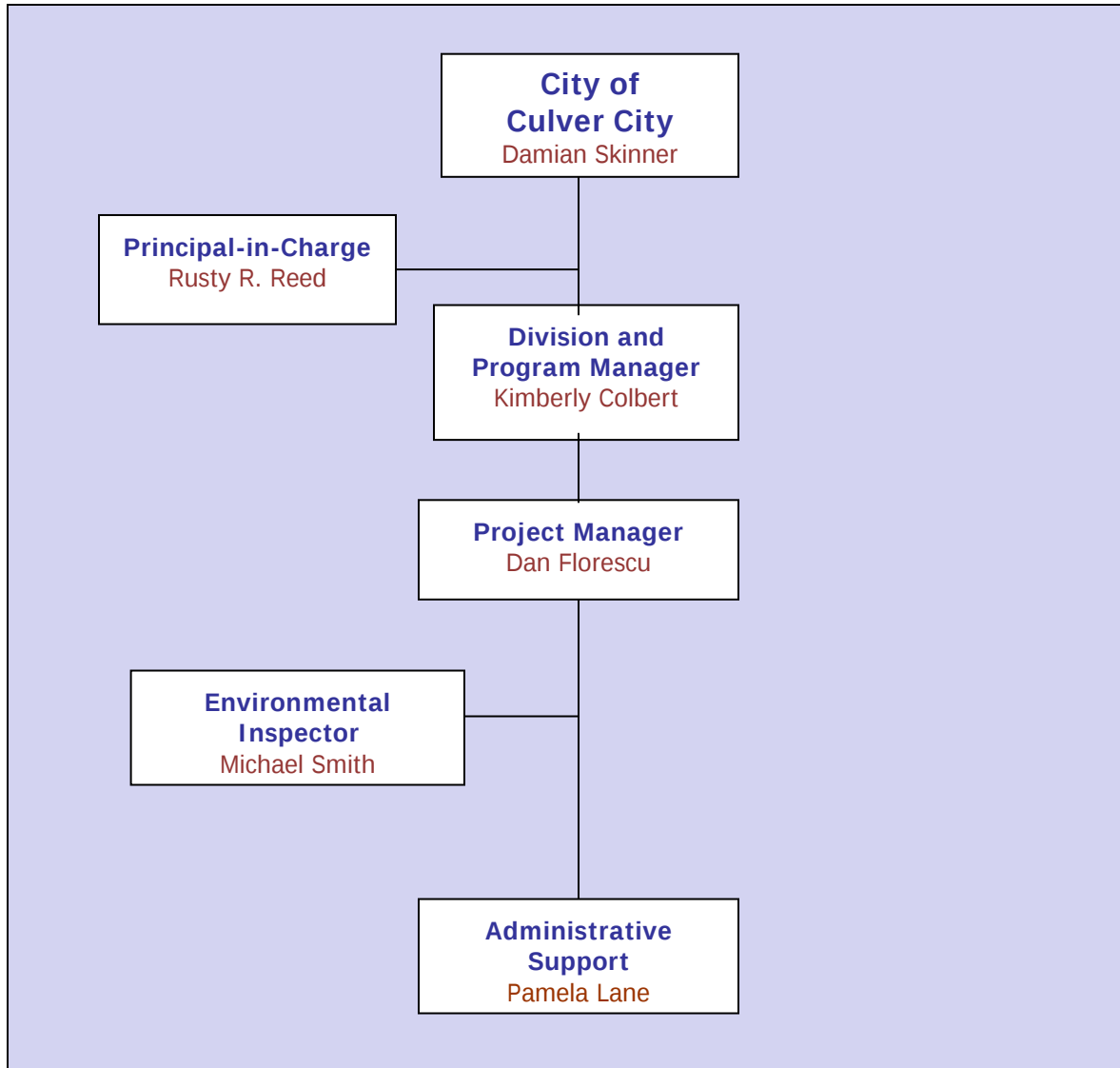
has directed industrial/commercial facility inspection programs for the cities of Cypress, Norwalk, Lawndale, Yucaipa, Ontario and Manhattan Beach.

Dan Florescu is the proposed Project Manager for this project and will be responsible for the day-to-day management of the project including coordination with the City of Culver City staff and the project team. He is uniquely qualified for this role based on his experience in NPDES permit compliance. Mr. Florescu currently manages several municipal industrial and commercial inspection projects within Los Angeles County and assists clients in maintaining NPDES permit compliance, implementing NPDES programs, training municipal and contract staff. Mr. Florescu's qualifications also include document review and preparation associated with new development/redevelopment projects; construction site inspections and SWPPP reviews; municipal operations inspections; and municipal NPDES program management.

Michael Smith will perform the commercial facilities inspections on behalf of the City. Each of these proposed team members has proven experience in commercial, GCASP, GIASP and IC/ID inspections and reporting. Mr. Smith is uniquely qualified to provide support as evidenced by the success of the completion of commercial facilities and construction project inspections for the cities of Palos Verdes Estates, Norwalk, Moorpark, and Lawndale.

Pamela Lane will provide administrative support and task support to the project team. Ms. Lane will assist in document production, maintaining project files and data management.

PROJECT TEAM ORGANIZATIONAL CHART



RUSTY R. REED, PE

Principal-in-Charge

KEY QUALIFICATIONS

- ▶ Registered Civil Engineer
- ▶ Municipal Background
- ▶ Hands-on Engineering Experience
- ▶ Project Oversight
- ▶ Project Commitment

Years of Experience

29+

Education

B.S., Civil Engineering, University of Illinois

Registration

Civil Engineer: California and Arizona

License

General Contractor "A" – California

Experience

Mr. Reed is the President of Charles Abbott Associates, Inc. He directs the firm's business affairs and oversees all client services. He is responsible for bottom-line results, growth, marketing, profitability, quality control, client relations, and organizational development for the firm. Mr. Reed is involved in all aspects of Environmental Services, Building and Safety, City Engineering, Planning, Public Works, Capital Improvement Programs and Redevelopment for CAA's municipal clients.

Recent Project Experience

- ▶ Writes and identifies codes, ordinances, and resolutions for implementation.
- ▶ Administers city design services for preparation of plans, specifications, and construction; manages and administers engineering and public works permit procedures, inspection services and records.
- ▶ Administers the implementation of Public Works Maintenance Contracts.
- ▶ Develops short and long-range capital improvement programs, and coordinates and identifies methods of funding.
- ▶ Served as Town Engineer for the Town of Apple Valley for over 10 years.

KIMBERLY COLBERT

Division Manager/Program Manager

KEY QUALIFICATIONS

- ▶ Environmental Management
- ▶ NPDES Compliance
- ▶ Project Management

Years of Experience

18+

Education

M.S., Hazardous Waste and Materials Management, Southern Methodist University

B.A., Biology, Whittier College

Certifications

Certified Environmental Manager, Nevada

Certified Hazardous Materials Manager

Registered Environmental Manager

Experience

Ms. Colbert has over 18 years of environmental project management experience in both the private and public sectors. She has extensive experience in stormwater program management, environmental permitting, industrial and hazardous waste management, due diligence and environmental health and safety auditing, air pollution management and DOT compliance. She is experienced in project budgeting and management for private and public clients.

Ms. Colbert has long served in key roles on NPDES-related technical reviews of Municipal, Industrial and Construction Stormwater Discharge permits, Storm Water Pollution Prevention Plans, and Hazardous Waste Facilities and Air Pollution Control permits. She is experienced in developing and implementing large scale environmental inspection programs and has managed environmental programs for the County of Orange, US Department of Energy, US Marine Corps as well as for many industrial clients.

Ms. Colbert is currently serving as CAA's Environmental Program Director, serving the Cities of Aliso Viejo, Bell, Hawaiian Gardens, Hidden Hills, Lawndale, Norwalk, Palos Verdes Estates, Torrance, Yucaipa and the Town of Apple Valley. Program services include:

- NPDES stormwater program management and reporting;
- Development of industrial/commercial inspection programs;
- Development of program guidance documents, program manuals, inspection/reporting forms and BMP fact sheets;
- Representation of City clients at watershed Permittee meetings;
- Comprehensive compliance analysis of municipal programs;

KIMBERLY COLBERT *(Continued)*

Division Manager/Program Manager

- Development of training programs for municipal staff; and
- Total Maximum Daily Load monitoring and implementation.

Representative Project Experience

- ▶ City of Cypress, CA, Stormwater Quality Inspection and WQMP Review Services: Ms. Colbert directs the team of professionals providing NPDES inspection and WQMP Plan Check Services to the City of Cypress. Ms. Colbert works directly with the City's Engineer and Environmental Contracts Manager to ensure that all required industrial, commercial, municipal facility and IC/ID inspections of performed to the highest standards.
- ▶ City of Palos Verdes Estates, CA, NPDES Permit Program Management Services: Ms. Colbert administers the City of Palos Verdes Estates NPDES Stormwater Compliance services. In this capacity Ms. Colbert directly develops and ensures implementation of the six NPDES program elements in accordance with the Los Angeles Municipal Stormwater Permit Order No. 01-182.
- ▶ Safety-Kleen, Santa Ana, CA, General Industrial Stormwater Permit and Environmental Permit Support Services: California State Lead for Industrial NPDES Permit compliance and reporting programs. Developed RCRA Part B Permits, Industrial SWPPP, RCRA Contingency Plans and SPCC Plans for hazardous materials management facilities in California and Nevada. Established and administered environmental, health and safety and DOT compliance auditing programs for internal and contracted activities.
- ▶ Battelle/U.S. Department of Energy Pantex Plant, Amarillo, TX: As the Manager of regulatory compliance programs, Ms. Colbert provided regulatory/technical expertise in the development of RCRA Part B, NPDES stormwater compliance, and air emissions permits. Program lead for internal environmental compliance and contractor audit programs.
- ▶ Northrop Aircraft Division, Hawthorne, CA: Developed environmental permits including: RCRA hazardous waste facility permits, NPDES storm water permits, Industrial Wastewater Discharge permits, and Air Emissions permits.

DAN FLORESCU

Environmental Scientist II

KEY QUALIFICATIONS

- ▶ Environmental Expertise
- ▶ Extensive Water Programs and Practices Experience
- ▶ Municipal Background

Years of Experience

34+

Education

B.S., Chemical Engineering, Polytechnic Institute of Timisoara, Romania

Certifications

Hazardous Waste Management - California

Safety Leadership School: Safety Coach, California

Experience

Mr. Florescu has extensive experience in managing water quality programs and practices. He has experience in regulatory compliance, permitting, storm water prevention, environmental assessment and remediation, and hands-on operation of industrial wastewater treatment plants.

Currently, Mr. Florescu is serving as a project manager for a several NPDES clients within the Los Angeles County. Mr. Florescu is currently supporting the Cities of Bell, Norwalk, and Cypress.

Representative Project Experience

- ▶ City of Ontario, CA, Industrial and Commercial Facilities Inspection Services: Mr. Florescu served as the Project Manager for industrial and commercial inspection programs. He ensured that the project team completed approximately 800 facility inspections were completed within a six month period.
- ▶ City of Yucaipa, CA, Industrial and Commercial Facilities Inspection Services: Mr. Florescu led the team of inspectors in completing some 120 NPDES compliance inspections for the in a two week period.
- ▶ Vought Aircraft Industries, Dallas, TX, Water Quality Program Lead: As a lead of the water quality program, provided technical expertise for assuring compliance operation of the Metal Finishing Industrial Wastewater Plant, NPDES permitting, and regulatory agency contact. As a member of the Hazardous Waste Minimization Task Force Team, he provided recommendations for changes in process chemistry, mechanical operation and cost control. Duties included review, interpretation and compliance with waste water regulations

DAN FLORESCU *(Continued)*

Environmental Scientist II

and permit requirements; review and update of operating procedures, interface and negotiation with regulatory agencies.

- ▶ Northrop Grumman Corporation, El Segundo, CA, Industrial Stormwater Program Manager: Developed and implemented Storm Water Pollution Prevention Plans (SWPPPs) of the Storm Water Management Program. Developed environmental permits including: NPDES storm water permits and Industrial Wastewater Discharge permits. Performed environmental assessments, phase 1 and 2 for soil remediation. Conducted environmental compliance audits for air, wastewater, storm water and hazardous waste programs. As a key member for hazardous waste minimization activities, he delivered research projects in the treatment and disposal of aqueous liquids and implemented internal training courses for new wastewater treatment operators.
- ▶ Municipal Water Treatment Work, Craiova, Romania: As a Manager of the Water Quality Laboratory developed and implemented process control and laboratory analysis methods for the municipal drinking water treatment plant.
- ▶ Nitrogen Chemical Complex, Craiova, Romania: As a Chemical Process Engineer in the Ammonium Nitrate Chemical Plant, developed operating procedures and process quality control to achieve the Plant's productivity, safety and delivery of quality objectives.

MICHAEL SMITH

Environmental Inspector

KEY QUALIFICATIONS

- ▶ GCASP Construction Site Inspections
- ▶ Industrial and Commercial Facilities inspections
- ▶ Plan Check and Review

Years of Experience

2+

Education

B.S., Aeronautical Science, Minor in Safety, Embry-Riddle University, Daytona Beach, FL

Experience

Mr. Smith possesses a wide range of NPDES and Building Inspection experience. He has performed a variety of duties including plan review, SWPPP review, industrial and commercial facility inspections, and GCASP site inspections.

He has over two years experience working in the public sector.

Representative Project Experience

- ▶ City of Palos Verdes Estates, CA: Performed inspections for the Building and Safety Department. Conducted plan checks and counter checks. Responded to complaints and safety issues and performed investigations for the Building Official. Performed public works inspections and supervised capital works projects.
- ▶ City of Rancho Palos Verdes, CA: Performed as both Building Inspector and Public Works Inspector.
- ▶ Cities of Moorpark, Lawndale, Norwalk, and Torrance, CA: Performs industrial/commercial inspections to ensure facility compliance.

SECTION 4 -SUBCONSULTANTS

Charles Abbott Associates will not utilize sub-consultants all work shall be performed by CAA personnel.

SECTION 5 -PROJECT APPROACH

“CAA offers a solid project understanding, a proven approach based on experience, and a committed team determined to complete all assignments in a timely manner.”

Task 1: Project Management and Coordination

CAA understands that time is of the essence in this project, and we intend to commence inspections within two weeks of contract award. We will meet with City staff to gather program information and coordinate overall program implementation of the commercial inspections program. We will consult with the City to prepare an inspection schedule to ensure that inspections are completed by June 30, 2009. CAA will coordinate with staff and create a commercial facility database, ensuring that all facilities are properly identified and compliance status is documented.

Task 2: Commercial Facility Inspections



CAA inspectors will perform inspections of approximately 500 commercial facilities by June 30, 2009. Our inspectors will confirm the status of stormwater pollution control BMPs; document program compliance statutes; obtain signatures of the owner or owner's representative at the conclusion of each inspection on City-supplied inspection forms; and disseminate storm water BMP informational outreach materials. As necessary, CAA will document the conditions of

non-compliant facilities with photos and submit them to the City on a weekly basis.

- **Restaurant Facilities:** CAA will perform stormwater inspections of restaurant facilities as identified by the City. Inspectors will verify each restaurant owner/operator has received educational materials on stormwater best management practices (BMPs); does not pour grease or oil residue in parking lot or catch basins; properly manages trash bins; does not allow illicit discharges; and prohibits food waste and trash in the parking lot areas.
- **Automotive Facilities:** CAA will perform stormwater inspections of Automotive Service facilities as identified by the City. Inspectors will verify that each facility implements good-housekeeping BMPs to prevent spills and leaks; no evidence of excessive staining; properly discharges wastewaters to the sanitary sewer system; prohibits illicit discharges; properly manages raw materials; protects outdoor work areas; routinely cleans and inspects any storm drain inlets located on the facility's property; and trains employees to implement stormwater BMPs.
- **Commercial Facilities:** CAA will conduct stormwater inspections of commercial facilities. Inspectors will verify that each commercial facility properly implements stormwater BMPs; properly manages any outdoor materials storage areas; properly manages trash bins; maintains housekeeping BMPs; and prohibits illicit discharges to the storm drain system.

- **Notification of Non-Compliant Facilities:** CAA will notify the City immediately of facilities with blatant illicit discharges and other conditions that pose a threat to human health or environment. Based on the BMP implementation of Cities, CAA will develop a list of facilities recommended for follow-up inspections.
- **Follow-up Inspections:** CAA's inspectors will perform follow-up inspections of facilities which have not effectively implemented the required stormwater BMPs and that pose an ongoing risk to the public's health and the environment. It has been our experience that between 15% and 25% of the inspected facilities will be found to be out of compliance. Should a problem with a facility continue for an extended period of time, our staff will work with the City's Code Enforcement staff to take additional enforcement actions as necessary. All required follow-up inspections will be incorporated into the routine commercial facility inspection schedule.

Task 3: Database Management and Reporting



Our staff will review all inspection reports for completeness and accuracy prior to submitting reports to the City. We will prepare and submit on a weekly basis a report to City staff documenting sites visited along with violations and recommended enforcement actions.

CAA will develop a commercial facilities inspection database to record and document the status of all commercial facilities inspected. Our staff will verify that information contained within the database is accurate, updating database on weekly. We will document the date of inspection, verify facility contact information, document facility compliance status and findings, and indicate if a follow-up inspection is recommended.

CAA will provide regular weekly status reports to the City to include: 1) copies of all completed inspection reports detailing inspection program results; 2) memorandum detailing program status; and 3) detailed description of inspection findings and photographs of facilities found to be significantly out of compliance.

In addition, CAA will maintain records of inspection reports, which will be provided to the City to support its Regional Water Quality Board Annual Report documentation.

Task 4: On-Call NPDES Inspection Services

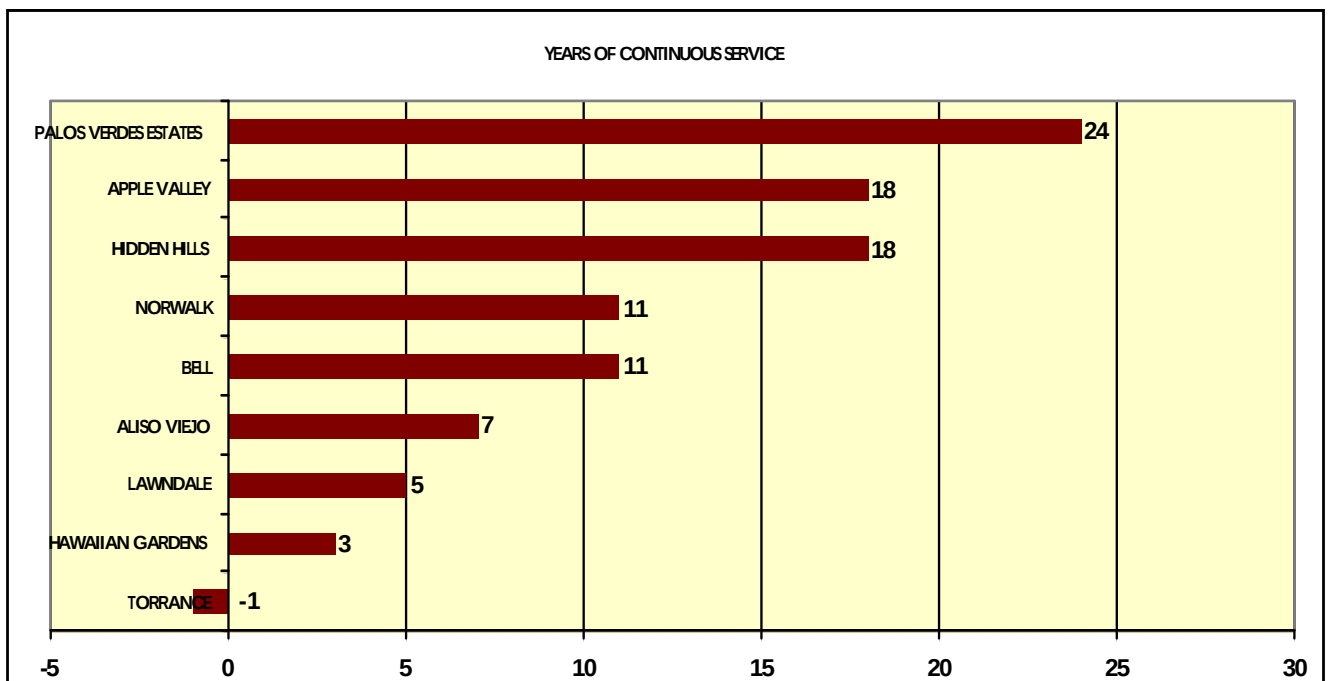
CAA will provide on-call NPDES inspection services to the City. Tasks include stormwater inspections of construction sites subject to the GCASP, industrial sites subject to the GIASP, illicit connections and illegal discharges and other NPDES mandated inspections such as verification of SUSMP treatment control BMPs.

SECTION 6- EXPERIENCE

CAA possesses both the regulatory knowledge and expertise necessary to successfully complete the inspection and database management services sought by the City. CAA has the knowledge and experience of developing and implementing NPDES inspection programs for our clients in Los Angeles, Orange, San Bernardino and Ventura Counties. Our staff is very familiar with the performing not only industrial and commercial facility inspections, but also inspections of GCASP sites, GIASP facilities, IC/ID investigations, Municipal Facilities Activity Audit and SUSMP Treatment Control BMP evaluations. The City would benefit from our prior experience with large-scale inspection programs we are adept at necessary program management and scheduling and oversight required to meet our clients needs.

CAA has a board base of experience and can provide a variety of a variety of on-call services to meet the challenges associated with the wide-ranging requirements of implementing municipal NPDES programs. Past and current project experiences give CAA a unique and clear understanding of the requirements that the regulated community faces in complying with the Municipal Stormwater Permit and TMDLs. Our firm's technical expertise includes: NPDES Program Management; preparation of Individual and Unified Annual Program Reports; Industrial and Commercial Facility Inspections; Municipal NPDES Program Audits; WQMP Reviews: BMP Evaluations; Stormwater Program Training; SWMPPP Development and Reviews; Database Management; GIS Mapping; Coordination of Permit activities among Permittees; and liaison between Permittees and the Regional Water Quality Control Board.

The following highlights the years of service and the technical expertise of our staff, relevant to the services requested by the City.



CLIENT

**Mr. Mark Pulone
City Manager**

City of Aliso Viejo
12 Journey
Aliso Viejo, CA 92656
(949) 425-2500

PROJECT DESCRIPTION

NPDES Permit Program Management:

- Develop NPDES budgets
- Prepare annual reports
- Implementation of Industrial/Commercial Inspection Program
- Attend pertinent meetings
- Represent City on TMDL issues
- Conduct staff training
- Construction Site Inspections and Post Construction BMP verification inspections
- Water Quality Management Plan and Storm Water Pollution Prevention Plan reviews

CLIENT

**Mr. Douglas Dancs
Director of Public Works**

City of Cypress
5275 Orange Avenue
Cypress, CA 90630
(714) 229-6740

PROJECT DESCRIPTION

NPDES Inspection Program Services:

- Conduct staff training
- Industrial/Commercial Inspections
- Develop NPDES program materials
- Perform Municipal Facility and Field Facility quarterly and annual inspections
- Develop Stormwater Web-page
- Assist City in plan reviews
- Conduct Used Oil Facility audits

CLIENT

Ms. Marlene Miyoshi
Director of Public Works

City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260
(310) 973-3266

PROJECT DESCRIPTION

NPDES Permit Program Management:

- Develop NPDES budgets
- Prepare annual reports
- Attend pertinent meetings
- Conduct staff training
- Implementation of Industrial/Commercial Inspection program
- Host public outreach events and develop public outreach materials
- Negotiate and provide feedback for new directives and permit development
- Assist City with TMDL issues
- GIS Mapping for IC/ID program

CLIENT

Mr. Chino Consunji
City Engineer

City of Norwalk
1279 Norwalk Blvd.
Norwalk, CA 90650
(562) 929-5700

PROJECT DESCRIPTION

NPDES Permit Program Management:

- Prepare annual reports
- Attend pertinent meetings
- Conduct staff training
- Industrial/Commercial Inspection services
- Develop public outreach materials
- Negotiate and provide feedback for new directives and permit development
- Assist City Engineering staff in reviews of new development and re-development projects
- Assist City with TMDL issues
- Develop Stormwater Web-page
- Implement Industrial NPDES Permit for City Yard

SECTION 7 –TERMS AND RATES

Terms and Rates are submitted under separate cover.

SECTION 8 -REFERENCES

CAA is very proud of the work we do. Listed below and on the following page are four clients for whom we are currently providing NPDES compliance services. Please contact them to better understand how CAA performs our work.

CONTACT	TITLE	COMPANY	PHONE
Mark Pulone	City Manager	City of Aliso Viejo	(949) 425-2500
Douglas Dancs	Director of Public Works	City of Cypress	(714) 2296740
Marlene Miyoshi	Director of Public Works	City of Lawndale	(310) 973-3266
Chino Consunji	City Engineer	City of Norwalk	(562)-929-5700

TERMS and RATES FOR PROPOSAL FOR PROFESSIONAL COMPLIANCE INSPECTION SERVICES FOR CULVER CITY'S NPDES PROGRAM, B-1401

TERMS

As indicated in the RFP the term of the contract will be 1 (one) year. Should the City choose to extend the term of the contract upon mutual consent. CAA will adjust its rates and fees in accordance with the Consumer Price Index.

BILLING RATES

CAA will assist the City in the performance of all the tasks identified in the Project Approach, for a not-to-exceed total contract amount of \$57,150 over the 2008-2009 fiscal year. Our billing rates and a task-by-task cost breakdown is shown in the tables below.

2008 PERSONNEL RATES

(Effective January 1, 2008)

Personnel	Project Role for Commercial Facility Inspections	Rate / Hour
Kimberly Colbert	Senior Environmental Consultant	138.00
Dan Florescu	Program Manager (Environmental Engineer) II	108.00
Reni Keane-Dengel	Environmental Specialist	90.00
Michael Smith	Environmental Inspector	75.00
Pamela Lane	Administrative Support	57.00

PROJECT COST PROPOSAL

Task Description	S.E.C \$138	P.M. \$108	E.I. \$75	A.S. \$57	Total Labor Hours	Total Labor Costs
Program Management						
a. Develop Project Schedule	-	8	4	-	12	\$1164
b. Project Kick-off Meeting	3	4	3	-	10	\$1071
c. Project Management	4	-	-	-	4	\$552
Sub-Task Total	7	12	7		26	\$2787
Commercial Facility Inspections						
a. 500* Commercial Facility Inspections	-	20	474	-	494	\$37,710
b. 1 st Follow-up Round	-	4	74	-	78	\$5982
c. 2 nd Follow-up Round	-	-	3	-	3	\$225
Sub-Task Total	-	24	551	-	575	\$43,917
Database Management and Reporting						
a. Inspection report review	-	20			20	\$2160
b. Database management	-	4	10	60	74	\$4602
c. Monthly Report preparation	8	10	20	-	38	\$3684
Sub-Task Totals	8	34	30	60	132	\$10,446
Additional NPDES Inspection Services**		shr	shr	shr		
TOTALS					733	\$57,150

** Fees for call-out inspections of GCASP, GIASP, IC/ID, ect., are based on the CAA's standard hourly rate by staffing title.

Proposal to Provide Compliance Inspection Services for NPDES/Stormwater Program
CHARLES ABBOTT ASSOCIATES, INC.

**TERMS and RATES FOR PROPOSAL FOR PROFESSIONAL COMPLIANCE
INSPECTION SERVICES FOR CULVER CITY'S NPDES PROGRAM, B-1401**

Task Description	Budget
1. Program Coordination/Management CAA will meet with City staff within two weeks of contract award to establish the final project scope and obtain a list of the commercial businesses within the City. We will review the City's Business License Database and develop the final inspection schedule.	\$2787
2. Commercial Facility Inspections CAA inspection staff will conduct approximately 500 commercial facility inspections on behalf of the City of Culver City by June 30, 2008. In addition, our inspectors will conduct as necessary follow-up inspections for those facilities found not to begin compliance with the stormwater BMPs. We anticipate that work will commence on or February 1, 2009, our anticipated level of effort will be approximately 120 inspections per month (to include follow-up inspections).	\$43,917
3. Database Management and Reporting - CAA will create a Commercial facilities database for City. Our staff will verify that information contained within the database is accurate, updating data as necessary. We will document the date of inspection, verify facility contact information, document facility compliance status, and indicate if a follow-up inspection is recommended. - CAA will provide regular monthly status reports to the City to include: 1) copies of all completed inspection reports detailing inspection program results; 2) memorandum detailing program status; and 3) detailed description of inspection findings and photographs of facilities found to be significantly out of compliance. - CAA will assist the City in documenting the results of the Industrial and Commercial Facilities Inspection program in the Annual NPDES Report.	\$10,446
4. Additional NPDES Inspection Services CAA will perform additional inspection services for the City on at the specified standard hourly rates identified in the Personnel Rate table above.	
Project Total	\$57,150