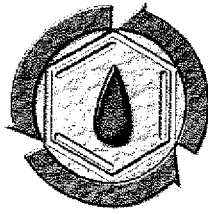


MEETING DATE: 03/26/07

AGENDA ITEM: Authorization to Amend an Existing Professional Services Agreement with John L. Hunter and Associates, Inc. to Provide Environmental Services in Support of the City's Stormwater and Urban Runoff Program (P-497)

ATTACHMENTS

		<u>Pages</u>
1	JLHA Proposal with Scope of Services.	1 - 40



John L. Hunter
AND ASSOCIATES, INC.

Proposal for
NPDES/STORMWATER PROGRAM
SERVICES



PREPARED FOR:

Mate (Matt) Gaspar, P.E.
Engineering Services Manager
City of Culver City
Engineering Division, 2nd Floor
9770 Culver Boulevard
Culver City, California 90232

March 7, 2007

John L. Hunter, P.E.
California Registered Environmental Assessor

TABLE OF CONTENTS

General Scope of Services	1
Program Management	2
Illicit Connections/Discharges	3
Public Agency	5
Public Outreach	6
TMDLs	8
Development Planning & Construction	10
Miscellaneous or Emergency Activities	13
Required Information	14
California Corporation	14
Project Contact	14
Staff Levels	14
Insurance	15
Stormwater Program Assistance Team	16
Government Agencies	17
References	18
Overall Stormwater Assistance Approach	19
Fee Proposal	20
FOG Program Component	24
Exhibit A: Program Flowchart	26
Exhibit B: Resumes	27
John L. Hunter	28
Anne Chang	29
Melissa B. Pacal	30
Kaden S. Young	31
Cameron McCullough	32
Exhibit C: Standard Rate Chart	33
Exhibit D: Insurance Certificates	35
Exhibit E: Standard Terms and Conditions	36



GENERAL SCOPE OF SERVICES

The general scope of services provided under this proposal will consist of environmental consulting services for Stormwater NPDES related issues in general conformance with the:

Los Angeles Countywide Municipal NPDES Stormwater Permit CAS004001
City of Culver City's Municipal Code Sections 5.05.035 and 040

JLHA uses an integrated approach to NPDES services. For the purposes of this scope of work, inspections, plan reviews, and other NPDES services such as illegal discharge investigations when requested, are handled as an integrated system. For example, when plans are reviewed and approved with post-construction BMPs, these sites are automatically added to the inspection database. This approach is both more cost-effective and results in the City's better overall environmental performance.

As requested, this proposal covers a 7-month period from March 1, 2007 until September 30, 2007 with an estimate for extended services through June 30, 2008. The scope of services includes:

- A. Program Management
- B. Illicit Connections/Discharges
- C. Public Agency
- D. Public Outreach
- E. TMDLs
- F. Development Planning and Construction
- G. Miscellaneous or emergency activities



PROGRAM MANAGEMENT

John L. Hunter & Associates will continue to assist the City in the development of guidelines and procedures to be used to implement various municipal stormwater BMPs. Program management and oversight activities will include:

- a. Provide staff to attend and report on the actions of the various Stormwater related committees and meetings, including the Santa Monica Bay/Ballona Creek Watershed Management Committee, the various TMDL Sub-Committees, the Executive Advisory Committee and other subcommittees. Provide a newsletter, which summarizes pertinent meetings, regulatory actions and deadlines.

Keep the City informed of the development of the NPDES permit, the Management Plan, and TMDL related issues. Including but not limited to fiscal implication of related activities. Review proposed TMDL studies, documents, plans and interagency agreements, as well as, changes and modification to the model programs, which would affect future implementation plans.

Attend quarterly Ballona Creek Watershed meetings;

Attend quarterly Public Education/Outreach meeting;

Quarterly newsletters, regular monthly meeting with City Staff and overall project management. Review proposed TMDL studies, documents, plans and interagency agreements.

- b. Prepare the Annual report requested by the County for eventual submittal to the State Regional Water Board by October of each year. The report will include information pertinent to the Annual Implementation of the Best Management Practices by the City.
- c. Conduct an annual review of the City's Stormwater Quality Management Plan (SQMP). Update records of City conformance to MS4 permit
- d. Research consultants for establishing a stormwater utility.
- e. Review and comment on the next MS4 permit, which is expected to be released in early 2008.



ILLCIT CONNECTIONS/DISCHARGES

The ICID Program is an essential part of the overall Stormwater Program, effectively combining some functions from the Public Agency, Development, and Public Education functions. An ICID Program takes information collected from a variety of sources and uses that information to investigate potential illicit connections and illicit discharges throughout the City. The proposed ICID Program will consist of the following:

- a. Inspectors will be available to perform ICID investigations and required follow-up inspections in response to citizen or City complaints, or observations of violations of the City Stormwater Ordinance and Municipal Permit. Each investigation will vary based on the complexity of the situation encountered; therefore, this service will be provided on a time and materials basis per the attached rate schedule.

Any stormwater related illicit discharges or illicit connection investigations that are conducted by City staff must be reported to JLHA for inclusion in the annual report. Significant incidents must be reported to the Regional Board.

- b. JLHA staff will assist the City in preparation of formal enforcement action, if needed, for dischargers failing to correct significant violations. This service will be provided on a time and materials basis per the attached rate schedule.
- c. Training in the elements of ICID Program will be provided to appropriate City personnel during the Public Agency training sessions.
- d. Conduct follow-up inspections with violations found under the Industrial and Commercial inspection and Site Visit Program as necessary.
- e. Meet with City Attorney's office to give enforcement authority to NPDES section of the City's ordinance.

The cost will be entirely dependent upon the number of complaints received.



**ILLICIT CONNECTIONS/DISCHARGES
DELIVERABLES**

For each complaint investigated, a hardcopy and an electronic file of the completed inspection reports (including photos documenting facility conditions and violations, and if relevant, maps) as well as inspection data, in the form of Excel or Access (to facilitate tracking and querying) (to be provided concurrent with or prior to corresponding monthly invoice). The title of the electronic inspection report file will include the address of the project and the date of the inspection.

A hardcopy and an electronic file of the Notice of Violation(s) issued to facilities for minor corrections and education materials enclosed along with Notices (to be issued within 14 days of inspections and to be provided to the City at the same time). The title of the electronic file will include the address of the project and date of the Notice of Violation issuance.

An electronic copy of the draft Notice of Violation(s) (including facility photos) for each complaint(s) investigated, to be provided to the City within 2 days of the inspection.



PUBLIC AGENCY

The Public Agency portion of the Stormwater Program essentially consists of 10 sub-programs that cover specific activities that may be conducted by a City. JLHA shall perform the following activities:

- a. As part of the annual, SQMP review, a survey will be made of individual City public agency related departments regarding the conformance of the tasks as outlined in the MS4 permit. These areas will include:
 - Sewage System Operations,
 - Public Construction Activities,
 - Vehicle Maintenance/Materials Facilities Management,
 - Landscape and Recreational Facilities Management,
 - Storm Drain Operation and Management,
 - Streets and Roads Maintenance,
 - Parking Facilities Management,
 - Public Industrial Activities,
 - Emergency Procedures
- b. Two (2) employee training sessions for appropriate Public Works personnel will be held.
- c. JLHA staff will assist the City in developing methods to upgrade program-operating procedures based upon the findings of annual reviews. On a time and material basis, budgetary estimate for anticipated upgrades.
- d. JLHA will prepare the annual GIASP Report. Supply training if necessary, to City crews for 2 year sampling. JLHA understands the City staff is already and will continue to collect samples and conduct routine inspection. JLHA's responsibility will be to coordinate and prepare the annual report. JLHA will conduct the once per year annual GIASP inspection.



PUBLIC OUTREACH

Educating the public about stormwater pollution and prevention methods is vital to the success of the overall program and to the reduction of pollution in general. These activities, where appropriate, will be tailored to the specific requirements mandated under the Marina del Ray Bacteria and future TMDLs.

- a. The Point-of-Purchase Outreach program which partners with local businesses within the City, whose clientele have a higher likelihood through their day to day activities (such as do-it-yourselfers auto repair of contributing to stormwater pollution. (Visits to approximately 25-30 existing business partners to restock pamphlets and offer educational support.)
- b. Participating in community events to education residents and student about stormwater pollution prevention. Potential venues include: Ballona Creek Clean Up, La Fiesta Ballona, Car Show and Earth Day).
- c. Creating a program that reaches out to restaurant owners and their employees about the effects patio and sidewalk washing can have on stormwater pollution.
- d. Creating a program for pet owners regarding the importance of picking up pet waste. This information is disseminated through veterinarians, animal clinics and hospitals, community events, etc.
- e. Developing the annual Stormwater Pollution Prevent Calendar (for 2008).
- f. Library bookmarks. This popular program provides stormwater and environmental themed bookmarks to libraries. This year's bookmarks will be redesigned to include current NPDES and environmental concerns.



PUBLIC OUTREACH (CONT.)

- g. Issuing two press releases to local papers on stormwater pollution topics and addressing the pollutants specified in the permit for TMDLs including but not limited to: pesticides, metals, trash, and bacteria.

And authoring two articles for City newsletters highlighting what residents can do to prevent Sanitary Sewer Overflows (SSOs).

- h. Provide assistance to the City to complete and enhance the NPDES portion of the City's webpage.

The Public Outreach Model Program, which specifies tasks and responsibilities of the City, has never been prepared by the County. Therefore, a budgetary allowance has been made for an outreach effort to satisfy permit provisions. Specific tasks will be made in consultation with the City staff.



TMDLS

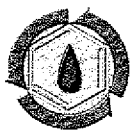
The City is currently affected by five TMDLs issued by the Regional Board:

1. Ballona Creek Bacteria
2. Ballona Creek Metals/Sediment
3. Ballona Creek Trash
4. Marina del Ray Harbor Bacteria
5. Marina del Ray Harbor Metals/Toxics

These TMDLs are in various stages of development of implementation. In addition, activities regarding future TMDLs may come up from time-to-time depending upon the Regional Board's internal schedule.

Services included under the scope of this proposal include:

- Ballona Creek: Bacteria TMDL meetings:
Prepare comments for the TMDL drafts when released (anticipated March/April 2007) and associated Special Studies. Review the City of Los Angeles' (as lead agency) Bacterial TMDL Monitoring MOA. Review and keep the City informed regarding sampling results and status of the Ballona Creek Bacteria TMDL.
- Ballona Creek: Metals/Sediment meetings:
Attend regular meetings of this TMDLs committee as well as review the Regional Board's response to the recently submitted Comprehensive Monitoring Plan for Ballona Creek Metals/Toxics and other pertinent documents as they are developed.
- Ballona Creek Trash TMDL:
The first compliance date of the Ballona Creek Trash TMDL was September 2006. JLHA will work with the City to develop a compliance strategy. It is suggested that a meeting with "smaller" cities such as Beverly Hills and West Hollywood be convened to discuss a common compliance strategy. (Any field activities will be additional, once the scope of work of these specific activities is agreed upon).



- Marina del Rey Harbor: Bacteria TMDL meetings:
Attend the once per month meeting of the Marina del Rey Bacteria Committee. Work with the City and other stakeholders to resolve
- Marina del Rey Harbor: Metals/Toxics TMDL meetings
Attend the twice a month meeting of the Marina del Rey Metals and Toxics Committee until the Comprehensive Monitoring Plan is submitted to the Regional Board in April 2007. Thereafter, meeting attendance is expected to be once per month.

And assist the City with other TMDL issues as they come up, such as meeting for new TMDLs, preparing reports to Council (i.e. directions of cost sharing, etc.).

TMDLS DELIVERABLES

JLHA will scan hard copies of applicable documents handed out during the meetings and combine those documents with any digital documents that were forwarded to JLHA. The two sets will be combined and sent to the City. Such documents may include agendas, minutes, pamphlets, sign-in sheets, etc. Afterwards, a short summary will be written or a short verbal conversation at the City's discretion.

DEVELOPMENT PLANNING & CONSTRUCTION

The Development Planning and Construction provisions of the NPDES permit require that contractors and developers/property owners take specific steps to reduce stormwater pollution from new and significant redevelopment projects. Contractors with projects over one acre will need to prepare a Local Storm Water Pollution Prevention Plan. Developers and property owners of Priority Planning Projects will be required to prepare Standard or Site Specific Urban Stormwater Mitigation Plans.

JLHA proposes to conduct plan reviews of SUSMP and SWPPP submittal for new development sites to determine if proposed locations and size of treatment systems (berms, sandbags, sediment traps, filters, vegetative swales, etc.) are adequate to meet permit requirements and the goals of the City stormwater quality program. As part of the plan review process, these plans must be approved prior to permit issuance. Included in plan checks are size comparisons of the proposed treatment systems to the land surface and potential rainfall, to ensure that the systems would have sufficient capacity to adequately remove pollutants from stormwater runoff. Plan checks for SUSMP/SWPPPs take approximately one week for the review/approval process.

JLHA will work closely with City staff to ensure that all requirements of the NPDES permit have been met prior to the approval process. JLHA will keep the City informed on any new issues that may conflict with the current review process (Regional Board's requirements, new BMPs, etc.)

The cost to provide SUSMP and SWPPP services is dependent upon the number of plans that are actually submitted for review during the term of this contract. The number of plans and type reported from the final phase of the current permit will be used as the basis for this proposal. Plans reviewed during the previous year included: One (1) new development of 10 or more unit homes, four (4) new industrial or commercial developments with 1 acre or more of impervious surface, six (6) parking lots, four (4) exempt projects (LSWPPP only), and three (3) to be determined projects.

DEVELOPMENT PLANNING & CONSTRUCTION

It is JLHA's understanding the annual refresher training as already been conducted for FY206-07. Therefore JLHA will include this training for the Planning/Building/Public Works Engineering staff for FY 2007-08

JLHA staff will review Local Stormwater Pollution Prevention Plans and Standard Urban Stormwater Mitigation Plans. Review of these plans will be consistent with JLHA's current interpretation of:

- 1) The LSWPPP, SWPPP and SUSMP programs within the NPDES Permit
- 2) The countywide SUSMP guideline and City guidelines.
- 3) Conversations with Regional Board staff on pertinent specific or general issues
- 4) Conditions specifically required by the City and the City Municipal Code.

This does not include a review of what are commonly referred to as grading or erosion control plans, as these are not within the scope of the NPDES Permit.

JLHA staff can pick-up and drop off plans at the city's offices as plans are submitted by applicants; however, with the reduction in the inspection program, JLHA inspectors may not be in the City Hall vicinity on a regular basis and plans will more likely need to be sent via overnight courier [at applicants' expense].

JLHA will maintain an in-house database of construction projects.

JLHA will:

- Maintain organized records,
- When notified by the City that a grading/building permit has been issued, conduct verification inspections of SUSMP and LSWPPP sites for BMP implementation:
 - LSWPPP: only once, within 30 days of the start of construction.
 - SUSMP: only once, at the time of final building inspection, prior to issuance of Certificate of Occupancy.
- Provide information appropriate to the annual reporting requirements,
- Provide quarterly reports,
- Provide City staff with electronic records, and
- Work closely with the City's Stormwater Program Manager.



-
- A. An electronic monthly list (Excel or Access file) of on-going and approved SUSMP and LSWPPP plan checks (by address and project title) with approved dates accompanied by a listing of treatment BMPs that were approved during the reporting period will be sent to the City's Stormwater Program Manager.
- B. Within a day of receiving a new or revised LSWPPP or SUSMP, an email notification to the City, which includes the address of project, type of plans received (LSWPPP or SUSMP or both), and date of receipt. This will help keep the City abreast of the (re)submittal status when plans are routed directly to JLHA.
- C. A hardcopy of LSWPPP and SUSMP review comments to developers (through City) within 2 weeks of receiving the LSWPPP and SUSMP (re-)submittal. The City's Stormwater Program Manager will be notified, within the 1st week of SUSMP or LSWPPP receipt by JLHA, about special project(s) that requires a review period longer than 2 weeks. Electronic copies of these comments will be submitted to the City concurrent with the corresponding monthly invoice. The electronic comments will have the address of the project and the date of the comments in the title.
- D. A hardcopy and an electronic file (PDF and either Excel or Access file, to facilitate tracking and querying) of the completed LSWPPP and/or SUSMP inspection report associated with each plan check, including photos documenting facility BMPs and violations (to be provided concurrent with corresponding monthly invoice).
- E. For annual reporting purposes, an electronic summary, by July 20th, 2007 (covering inspections from July 1st, 2006 to June 30th, 2007). This summary will list such things as:
- Types of violations found,
 - Types of follow-up enforcement conducted,
 - Types of businesses,
 - Types of BMPs,
 - And any other information that the City may request.



John L. Hunter
AND ASSOCIATES, INC.

Proposal for NPDES/Stormwater Program Services
City of Culver City
March 7, 2007

MISCELLANEOUS OR EMERGENCY ACTIVITIES

At any time, the City may request the services of JLHA to assist in miscellaneous work or during an emergency situation. Such activities will be on a time and material basis following the included rate schedule.

15



REQUIRED INFORMATION

California Corporation

John L. Hunter & Associates, Inc. is a California registered corporation established in 1985. John Hunter is the Owner and President who oversees the firm.

Project Contact

John L. Hunter
President
John L. Hunter & Associates, Inc.
13310 Firestone Boulevard, Suite A-2
Santa Fe Springs, California 90670
(562) 802-7880 x25
jlhunter@jlha.net

Kaden S. Young
Associate Engineer
(562) 802-7880 x31
kyoung@jlha.net

Staff Levels

JLHA Staffing levels have ranged between 10 and 12 over the past 5 years and currently at eight (3 engineering services, 4 fields and 1 outreach). JLHA conducts approximately 400 SUSMP/SWPPP plan reviews and 5,000 site inspections each year (restaurants, auto service, commercial, and industrial sites).



REQUIRED INFORMATION

Insurance

JLHA meets the coverage limits as specified by the RFP:

- Automobile Liability, including owned, non-owned, and hired vehicles, with at least the following limits:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$500,000 per occurrence; and,
 - b. Primary Property Damage of at least \$100,000 per occurrence; or,
 - c. Combined single limits of \$500,000 per occurrence.
- General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
- Errors and Omissions coverage with limits of at least \$1,000,000 per occurrence.
- Workers' Compensation insurance as required by the Labor Code of the State of California.

Copies of Insurance Certificates are attached as Exhibit D.

REQUIRED INFORMATION

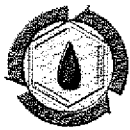
Stormwater Program Assistance Team

Project members will be:

Team Member	Duties	Experience
John Hunter President	- Project lead - Lead SUSMP/LSWPPP reviewer	25 years experience, worked with over 30 cities in implementing NPDES programs
Melissa Pacal Engineer 3 years	Supplemental plan reviews	Has reviewed over 600 plans for SUSMP and SWPPP requirements.
Kaden Young Engineer 2 years	- Culver City's primary contact - Interim Stormwater Program Manager	Has reviewed over 400 plans for SUSMP, LSWPPP, and SWPPP requirements. Versatile in all departments. Attends all TMDL and watershed meetings.
Cameron McCullough Inspector II 3 years	Supplemental inspections	Conducted over 2,000 inspections. Currently lead inspector for West Hollywood and Monrovia. Has written municipal facility stormwater management plans and inspected many of these facilities.
Anne Chang Public Outreach Manager 8 years	- Inspection support - Prepare inspection outreach materials where appropriate	8 years experience in outreach. Inspection support in cites with large Chinese speaking communities (Temple City Arcadia and Monterey Park, etc.). Bilingual- Mandarin Bilingual – Spanish speaking inspectors available if needed.

*Resumes attached as Exhibit B

JLHA administers the NPDES Program in-house and does not subcontract for NPDES Services.



REQUIRED INFORMATION

Government Agencies

John L. Hunter and Associates, (JLHA) has considerable experience in NPDES Stormwater programs for municipal agencies and has had continuing contracts with clients for the administration of environmental programs since 1985. JLHA is currently implementing all facets of the MS4 program, essentially acting as a Co-permittee, for 20 cities in a tri-county area with populations ranging from 5,000 to 140,000. Land uses in these areas vary from highly industrialized to commercial, residential and semi-rural. JLHA has regularly interfaced the California Regional Water Quality Control Board, Los Angeles Region (LARWQCB).

REQUIRED INFORMATION

References

Municipal Client	Client Since	Contact	Position
City of Rancho Palos Verdes	Continuous since 1994	Dean Allison, P.E. Director of Public Works 510-724-9010	October 2005, became Director of Public Works, City of Pinole
City of West Hollywood	Continuous since 1994	Jan Harmon 8300 Santa Monica Blvd. West Hollywood, CA 90069 323-848-6499	Environmental Programs Analyst
City of Arcadia	Continuous since 1995	Susannah Turney 11800 Goldring Rd. Arcadia, CA 91006 626-256-6551	Environmental Services Officer
City of Signal Hill	Continuous since 1985	Charlie Honeycutt 2175 Cherry Ave. Signal Hill, CA 90775 562-989-7356	Director of Public Works
City of South Gate	Continuous since 1991	Robert Dickey 8650 California Ave. South Gate, CA 90280 323-357-9657	Director of Public Works

Other Current Municipal clients include:

- Baldwin Park
- Lynwood
- San Fernando
- Big Bear Lake
- Monrovia
- Seal Beach
- Cypress
- Monterey Park
- Sierra Madre
- Hawthorne
- Pasadena
- South El Monte
- Hermosa Beach
- Pico Rivera
- South Pasadena
- (Used Oil Program)
- Temple City



REQUIRED INFORMATION

Overall Stormwater Assistance Approach

JLHA's overall approach is to provide a compliance-based and integrated full-service program for the City in the areas identified in the Request For Proposal. The attached chart (Exhibit A) summarizes graphically how these services will be implemented. Inspections will essentially be handled in-house with regular communication with the City. The City will be notified in a timely manner of any facilities, which require the City's attention for follow-up or enforcement action (i.e. illegal discharges observed). JLHA will also conduct any inspection/investigation upon City's request.

JLHA will provide a brief training session to familiarize City staff with the SUSMP and SWPPP review process. JLHA will pick-up plans at the City, review the plan and return them approximately one week later. JLHA and the City have developed a unique procedure to communicate with the client and will continue to improve the plan review process. JLHA's training module includes education for building inspectors so they are able to appropriately enforce construction BMPs. JLHA will of course be available to inspect these sites if requested to do so.

JLHA will be flexible in working with specific needs and requests of the City.



John L. Hunter
AND ASSOCIATES, INC.

Proposal for NPDES/Stormwater Program Services
City of Culver City
March 7, 2007

REQUIRED INFORMATION

Fee Proposal

Rates are per unit, not hourly under this proposal; therefore, hourly rates for staff are not included. Per City request, two service timelines are included.



Task	Through September 30, 2007	October 1- June 30, 2008
Program Management:		
• Ballona Creek Watershed Meetings	6 hrs @ \$85/hr \$510.00	6 hrs @ \$85/hr \$510.00
• Public Education/Outreach Meetings	6 hrs @ \$85/hr \$510.00	6 hrs @ \$85/hr \$510.00
• Monthly meeting with City Staff, quarterly newsletter, and overall project management	77 hrs @ \$85/hr \$6,545.00	99 hrs @ \$85/hr \$8,415.00
• Annual report	10 hrs @\$85/hr+ 20 hrs @ \$65/hr \$2,150.00	(None This Period)
• Stormwater Quality Management Plan	18 hrs @\$85/hr+ 10 hrs @ \$65/hr \$2,180.00	12 hrs @ \$85/hr \$1,020.00
• Stormwater Utility Assistance	20 hrs @ \$85/hr \$1,700.00	NTP
• Review and comment on next MS4 permit	NTP	9 hrs @ \$85/hr \$765.00
Illicit Connections/Discharges	35 hrs @ \$65/hr \$2,275.00	45 hrs @ \$65/hr \$2,925.00



Task	Through September 30, 2007	October 1- June 30, 2008
Public Outreach (Outreach Management) ¹ :	\$1,190.00	\$1,250.00
POP Program	\$800.00	\$1,200.00
Community Events (2)	\$2,000.00	\$2,000.00
Restaurant Focus	NTP	\$2,800.00
Pet Owners (when combined with POP)	\$400.00	\$400.00
Library Book Marks	NTP	\$800.00
2008 Calendars (500 copies)	NTP	\$1,250.00
Press release and newspaper articles	\$1,200.00	\$1,200.00
Web-assistance	\$1,600.00	NTP
TMDLs:		
• Ballona Creek: Bacteria TMDL	30 hrs	36 hrs
• Ballona Creek: Metals/Sediment TMDL	24 hrs	36 hrs
• Ballona Creek: Trash TMDL	48 hrs	36 hrs
• Marina del Rey Harbor: Bacteria TMDL	24 hrs	36 hrs
• Marina del Rey Harbor: Metals/Toxics TMDL	30 hrs	36 hrs
	156 hrs @ \$85/hr	180 hrs @ \$85/hr
TMDL totals	\$13,260.00	\$15,300.00



Task	Through September 30, 2007	October 1- June 30, 2008
Development Planning and Construction		
Annual Training for Planning/building/Public Works Engineering staffs (1 session)	NTP	\$750.00
Program development and assistance: new and revised forms, web-based forms, etc	30 hrs @ \$85/hr \$2,550.00	28hrs @ \$85/hr \$2,380.00
Review SUSMP and LSWPPPs	FLAT FEE	FLAT FEE
For budget estimates*:		
• 1 - 10+ units of development	\$534.00	\$687.00
• 4 - industrial/commercial over 1 acre	\$1,995.00	\$2,565.00
• 6 - parking lots	\$1,462.00	\$1,880.00
• 18 - LSWPPP	\$6,562.00	\$8,436.00
* Based off of the number and types of SUSMP and LSWPPP reviews reported by JLHA in the 2005-2006 contract period. Increase in estimate is calculated to have flexibility to accommodate potential increase in SUSMP triggering projects and any new requirements from any governing agencies.		
Estimated Subtotals to City; Not to exceed (without prior approval by City)	\$49,423.00	\$57,043.00

¹ Estimates only, costs will be dependent upon City direction.



John L. Hunter
AND ASSOCIATES, INC.

Proposal for NPDES/Stormwater Program Services
City of Culver City
March 7, 2007

REQUIRED INFORMATION

FOG Program Component

JLHA provides FOG inspection programs to five Los Angeles county cities. These services can be included with the NPDES Stormwater programs, which can significantly lower the combined cost of both programs. A cost estimate is outside the scope of this proposal, but can be readily provided upon request.



REQUIRED INFORMATION

The NPDES process is an evolving process, and due to the uncertainties inherent with a program of this nature, such as the number of plans that will be submitted for review, and the number of sites requiring enforcement that will be found, this program will be on a time and materials basis, with the cost not to exceed the above amount without prior City authorization.

Compliance with the NPDES Program requires active City participation and thorough implementation of Best Management Practices. This proposal is subject to the attached terms and conditions.

Any additional services requested by the City will be on a time and materials basis, based on the written scope of work, with the total cost not to exceed the estimated amount without prior City approval. The Standard Rate Schedule can be found in Exhibit C.



John L. Hunter
AND ASSOCIATES, INC.

Proposal for NPDES/Stormwater Program Services
City of Culver City
March 7, 2007

EXHIBIT A: PROGRAM FLOWCHART



John L. Hunter
AND ASSOCIATES, INC.

Proposal for NPDES/Stormwater Program Services
City of Culver City
March 7, 2007

EXHIBIT B: RESUMES



John L. Hunter

Principal

EDUCATION

Bachelor of Science - Chemical Engineering
California State University, Long Beach

Bachelor of Science - Biological Sciences
University of California, Irvine

CERTIFICATIONS AND LICENSES

California Registered Professional Chemical Engineer	CH 4724
California Registered Environmental Assessor	REA-0900
California General Engineering Contractor License	A-582340
California Hazardous Substance Removal and Remedial Action Certificate	A3382

EXPERIENCE

John L. Hunter has been professionally involved in the environmental field since 1974. He has experience in administering regulatory/enforcement programs for municipalities and local governments (including Public Works, Fire Departments and Redevelopment Agencies).

Mr. Hunter's accomplishments include:

- Project manager for \$1.3 million study comparing outlet BMPs (on-going).
- Conducted Regional Board ordered receiving water bacterial investigation.
- Participation on Technical Advisory committing in development of Santa Monica Bay Beaches' Bacterial TMDL Monitoring Plan (approved by Regional Board in 2004).
- Presentation of Structural BMPs County of Orange Public Works Department.

Mr. Hunter currently oversees a 20 city NPDES program encompassing: site inspections, stormwater management plan reviews, construction inspections, public agency activities, illegal discharge investigations and public outreach.

Los Angeles County Stormwater Executive Advisory Committee	Current
Chair, Los Angeles River Watershed Management Committee	2000-2001
Chair Dominguez Channel Bacterial TMDL Subcommittee	2001-2002
Chair Santa Monica Bay Bacterial TMDL Subcommittee – Jurisdiction Group 7	Current
Member Trash TMDL Subcommittee	Current

Anne Chang
Public Outreach Coordinator

EDUCATION

Master of Arts - Major – Communications
Emphasis - Public Relations
California State University, Fullerton

EXPERIENCE

Ms. Chang has 8 years experience in public outreach aspect of the municipal environmental programs. She has planned, developed, facilitated and implemented activities and campaigns based on the guidelines of the Model Program. However, individual city's needs and differences are also taken into consideration in an effort to develop specific outreach programs effective to the city.

With various campaigns and outreach materials, she has not only successfully raised the awareness, but also gradually constructed pollution prevention practices and behavior among residents, businesses and school children.

Ms. Chang has successfully kept all contract cities in compliance with the public outreach aspect of the LA County NPDES Model Program. Activities and campaigns she has developed and administered include, but are not limited to:

- Restaurant Sidewalk Washing Campaign
- Pet Waste Campaign
- Point-of-Purchase (POP) Campaign
- School Outreach
- Service Club Presentations

In addition to the NPDES program, Ms. Chang is also responsible for the State Used Oil and Beverage Container Recycling Programs for municipalities. She has successfully developed and implemented Recycling Tips Contest and presented award and information sessions at city council meetings for contract cities. With her academic skills and work experience, Ms. Chang is responsible for the development of several research analysis vehicles being implemented in both the NPDES Stormwater and Used Oil Recycling Programs.



Melissa B. Pacal

Associate Engineer

EDUCATION

Bachelor of Science - Major – Chemical Engineering
Minor – Biomedical Engineering
University of California, Irvine

CERTIFICATIONS AND LICENSES

California Registered Engineer-In-Training EIT 124832
40 Hour HAZWOPER pursuant to Title 29 of CFR section 1910.120

EXPERIENCE

Ms. Pacal has three years experience helping municipal clients with JLHA. Her major tasks and projects are included as follows:

- Lead project coordinator for the Hamilton Bowl project. This multi million-dollar project is partially funded by a state grant for a period of two years to study the efficiency of stormwater treatment systems. Prepares project budgets, invoices, land-use developments, building permits, etc.
- Obtain and process environmental permit for trash transfer station.
- Prepare stormwater pollution prevention plan (SWPPP – including inspections, preparation of site maps, and implementation of BMPs) for municipal parking lots, police station, city yard and transfer stations.
- Lead plan reviewer for the City of Pasadena and Arcadia (approximately 25 plans per month).
- Designed proposed RDS system for City of South Gate Salt Lake Transfer Station.
- NPDES project reviewer for proposed Long Point Resort in Rancho Palos Verdes, a \$300 million-dollar project.
- NPDES project reviewer for Trump National Golf Club and estates at Trump National Golf Club in Rancho Palos Verdes.

Kaden S. Young
Associate Engineer

EDUCATION

Bachelor of Science - Major – Mechanical Engineering
Area of Study – Psychology & Humanity
University of California, San Diego

EXPERIENCE

Mr. Young is skilled in many departments with JLHA. His primary duty is with the Engineering department, handling all NPDES issues. He is also skilled in many computer application and programs. He assists the field staff with inspections and public outreach with their outreach materials.

Mr. Young is JLHA's representative for the City of Culver City. He is responsible for all departments and will be the contact person whom the City's Stormwater Program Manager may contact for any issue. His major tasks and projects include:

- NPDES related issues: Plan reviews, following new regulations, researching new BMPs, attending beneficial meetings, and much more.
- Coordinating, reviewing, and routing NPDES plans and reports with the City of Culver City. This includes all the LSWPPP and SUSMP for City of Culver City in 2005-2006.
- Currently developing a SUSMP template for the City of Culver City. A LSWPPP template is also under development.
- Performing stormwater and industrial waste inspections for all municipalities.
- Lead designer of JLHA's new website and assistant to many outreach materials.



Cameron McCullough

Inspection Supervisor

EDUCATION

Bachelor of Science - Physics
California State University, Long Beach

EXPERIENCE

Mr. McCullough has completed over 2,000 NPDES inspections. These inspections have included GIASP and GCASP sites as well as municipal facilities such as city yards and trash transfer stations. His inspections have covered a diverse combination of cities including West Hollywood, Big Bear Lake, Signal Hill and Monrovia. All inspections were completed, or are on schedule for completion, well before permit deadlines.

In addition to inspections, Mr. McCullough works as Project Manager for several clients, specializing in Phase 1 and Phase 2 reports and the associated research and sampling. Mr. McCullough coordinates all aspects of these projects, including historical research, report writing, drilling schedule, sampling and requesting State reimbursement.

Some representative projects managed by Mr. McCullough include:

- Analysis and preparation of reports for the Santa Monica Bay Beaches Bacterial TMDL for Jurisdiction 7. This requires review of weekly sampling results from monitoring stations located throughout the jurisdiction and determining which, if any, locations are exceeding the TMDLs limit on "exceedence days" for both dry and wet weather.
- Conducting "Daily Generation Rate" studies as required for the Trash TMDL for five cities. These DGR studies are conducted annually and are in their second year.
- Performing Phase I studies for numerous municipal redevelopment agencies. These include retail gasoline outlets, auto repair facilities and industrial facilities
- Performing subsurface investigations where the previous Phase I's or soil sampling have indicated the existence or potential for contamination. These sites have included auto paint shops, auto repair and retail gasoline outlets.

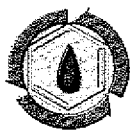


EXHIBIT C: STANDARD RATE CHART

For this proposal, the highlighted rates will be in place.

Principal	\$120/hr
Senior Project Manager	\$100/hr
Project Manager	\$85/hr
Project Engineer	\$65/hr
Inspector/Project Technician	\$65/hr
Laborer (OSHA 40hr certified)	\$45/hr
State Certified Laboratory Analysis	Cost + 15%
Legal Consultation, Court Appearances/Document review, etc.	\$150/hr
Inspection – Auto facilities	\$80/inspection
Inspection – Industrial/Commercial facilities	\$100/inspection
Inspection – Restaurant	\$60/inspection
24-hr industrial wastewater composite sampling (including setup)	\$125/location
24-hr ambient air sampling	\$50/day
Sewer capacity monitor (excluding set up)	\$1,250/week
Specific chemical air monitor	\$40/day
Photo ionization/Flame ionization detector	\$50/day
Combustible gas monitor	\$50/day
Shallow soil or sludge sampling equipment	\$35/day
Subcontracted equipment	Cost + 15%

For Weekends, Holidays or evenings add 50% to listed price
Prices effective as of January 1, 2005

36

**Standard Urban Stormwater Mitigation Plan Check Fees
2007 – CITY of CULVER CITY**

1	100+ residential dwelling units	\$1,815.00
2	50-99 residential dwelling units	\$1,219.00
3	10-49 residential dwelling units	\$843.00
4	1 acre or more industrial/commercial project	\$787.00
5	Auto Repair Facility	\$491.00
6	Retail Gasoline Outlet	\$425.00
7	Restaurant	\$384.00
8	Outdoor animal care, confinement or slaughter	\$491.00
9	Parking lots with 25 spaces or 5,000 ft ²	\$384.00
10	Hillside Projects	
	a) Less than an acre	\$196.00
	b) One acre or greater	\$384.00
11	Vehicle or equipment maintenance, washing, repair, or fueling areas (not classified above)	\$491.00
12	Commercial or industrial waste handling (not classified above)	\$787.00
13	Outdoor handling or storage of hazardous materials (not classified above)	\$787.00
14	Outdoor manufacturing areas (not classified above)	\$589.00
15	Outdoor food handling or processing (not classified above)	\$589.00
16	Outdoor horticulture activities (not classified above)	\$417.00
17	Projects over 2,500 ft ² and located in, adjacent to, or discharging directly to an Environmentally Sensitive Area (ESA) and not classified above	
	a) Single Family Home	\$196.00
	b) All Others	\$481.00
LSWPPP	Non residential site under 0.25 acres (10,890 ft ²), determine to require a plan review	\$265.00
	At least 0.25 acres (10,890 ft ²) but less than 1 acre (43,560 ft ²)	\$529.00
	At least 1 acre (43,560 ft ²) but less than 5 acre (217,800 ft ²)	\$529.00 + \$0.154 per 100 ft ² over 1 acre
	More than 5 acre (217,800 ft ²)	\$857.00 + \$0.154 per 100 ft ² over 5 acre

Expedited services will be billed at an hourly rate (please see Standard Rate Chart)

*Due to increased scrutiny of these projects by the Los Angeles Regional Water Quality Control Board, and infiltration requirements (which has resulted in written violations to several municipalities), our fees have increase to account for technical review and compliance of such requirements. Fee increase is in effect when proposal is approved.



John L. Hunter
AND ASSOCIATES, INC.

Proposal for NPDES/Stormwater Program Services
City of Culver City
March 1, 2007

EXHIBIT D: INSURANCE CERTIFICATES

Insurance certificates have been requested from the insurance company and will be sent separate from proposal.

EXHIBIT E: STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services listed in Scope of Work- shall be carried out by JOHN L. HUNTER AND ASSOCIATES, INC. in a manner consistent with that level of care and skill ordinarily exercised by other environmental consultants currently practicing under similar circumstances at the time the Services are performed. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE BY JOHN L. HUNTER AND ASSOCIATES, INC. WITH RESPECT TO THE QUALITY OF SERVICES PERFORMED.

It is understood and agreed that JOHN L. HUNTER AND ASSOCIATES, INC. has not created or contributed to the presence of any hazardous waste, pollutants, chemicals, or other hazardous materials at the site described in Scope of Work.

CLIENT understands and agrees that the discovery of certain conditions by JOHN L. HUNTER AND ASSOCIATES, INC. may result in economic loss to CLIENT and/or regulatory oversight. CLIENT also agrees that JOHN L. HUNTER AND ASSOCIATES, INC. is not responsible for disclosures, notifications, or reports that may be required to be made to third parties (including government authorities).

JOHN L. HUNTER AND ASSOCIATES, INC. is responsible for the data, interpretations and recommendations developed by JOHN L. HUNTER AND ASSOCIATES, INC. JOHN L. HUNTER AND ASSOCIATES, INC. is not responsible for the interpretation of this information by others.

CLIENT agrees that JOHN L. HUNTER AND ASSOCIATES, INC. is not a generator, store, transporter, arranger for transportation, or disposer of hazardous materials, pollutants, of contaminants found or identified. JOHN L. HUNTER AND ASSOCIATES, INC. is not responsible, and has no liability for, transportation, storage, treatment, disposal or disposition of hazardous substances, pollutants or contaminated material of any kind, whether or not generated from JOHN L. HUNTER AND ASSOCIATES, INC. work in Scope of Work.

The discovery of any condition of the property, including but not limited to the discovery of hazardous materials, that may be reasonably expected to have a significant impact on JOHN L. HUNTER AND ASSOCIATES, INC.'s ability to perform the SERVICES listed in Scope of Work to a changed position requiring renegotiation and an equitable adjustment, in good faith, to Scope of Work.

2. **LIMITATION OF LIABILITY.** CLIENT agrees that JOHN L. HUNTER AND ASSOCIATES, INC.'s liability and that of its contractors and subcontractors arising from any Services rendered as a part of this Agreement, whether arising from acts, omissions, or errors, shall not exceed JOHN L. HUNTER AND ASSOCIATES, INC.'s total fee for the services listed in total Scope of Work.

JOHN L. HUNTER AND ASSOCIATES, INC. is not responsible for the quality of accuracy of data or information nor from the sampling programs or methods from which the data was developed, where such information or data is provided by or through CLIENT or others with whom JOHN L. HUNTER AND ASSOCIATES, INC. has no contract. JOHN L. HUNTER AND ASSOCIATES, INC. is not liable for any obligations, claims, losses, damages, penalties, actions judgments, suits, costs or expenses related to or in connection with JOHN L. HUNTER AND ASSOCIATES, INC.'s reliance on or use of any data or information furnished by CLIENT or others.



STANDARD TERMS AND CONDITIONS

3. **FORCE MAJEURE.** JOHN L. HUNTER AND ASSOCIATES, INC. is not liable for any failure to perform, or delay in performance, due to circumstances beyond any reasonable control, including but not limited to strikes, riots, wars, fires, floods, explosions, acts of nature, acts of government and labor disputes. If performance is delayed due to any such circumstance, CLIENT is not relieved of any obligations under this Agreement.

If JOHN L. HUNTER AND ASSOCIATES, INC.'s services are interrupted due to any cause beyond its control, CLIENT and JOHN L. HUNTER AND ASSOCIATES, INC. shall renegotiate a reasonable rate of compensation for any additional labor, equipment, or other costs associated with maintaining its work force and equipment at the Site during the interruption or for the costs incurred by JOHN L. HUNTER AND ASSOCIATES, INC. for demobilization and subsequent re-mobilization at the Site.

4. JOHN L. HUNTER AND ASSOCIATES, INC., will not generate or handle any hazardous or deleterious materials within the scope of this proposal. JOHN L. HUNTER AND ASSOCIATES, INC., its officers, agents, employees and subcontractors, are not responsible for any claims, losses, damages, lawsuits, or costs of defenses or settlement (including attorney's fees) as a result of death or bodily injury or threat thereof to any person, destruction or damage to any property, contamination of or adverse effects on natural resources or the environment, any violation of local, state or federal law, ordinances, regulation or orders or any other damages claimed by others due to the release or discharge of hazardous or deleterious materials unless solely due to negligence or willful misconduct of JOHN L. HUNTER AND ASSOCIATES, INC.
5. **INDEPENDENT CONTRACTOR.** JOHN L. HUNTER AND ASSOCIATES, INC. is at all times during the term of the Agreement an independent contractor. JOHN L. HUNTER AND ASSOCIATES, INC. shall not, for any purposes, be deemed an agent, employee or legal representative of the CLIENT.
6. **CONFIDENTIALITY.** JOHN L. HUNTER AND ASSOCIATES, INC. and CLIENT shall retain as confidential all information and data furnished by the other party in connection with this Agreement which is designated in writing. Neither JOHN L. HUNTER AND ASSOCIATES, INC. nor CLIENT shall disclose such confidential information except after advance notice to the other party, if possible, as required by statute, regulation, ordinance, judicial order or other governmental request or is necessary for a vendor, supplier or subcontractor in order to make a bid or supply materials, equipment or services.
7. **TAXES.** CLIENT shall pay any applicable sales or use tax in the amount required by law.
8. **TERM AND TERMINATION.** The term of this Agreement shall begin on the day it is signed by both parties. The Agreement will continue in force until all of the parties' obligations are fully performed or the Agreement is otherwise terminated. Notwithstanding this provision, the provisions of Section 2, **LIMITATION OF LIABILITY** of this Agreement survive termination of the Agreement and shall continue in full force and effect.

Either party may terminate this Agreement in the event of a material breach of the Agreement by the other party which is not cured within thirty (30) days after notice thereof. Otherwise this Agreement shall terminate upon completion and acceptance of Services listed in Scope of Work or by mutual written agreement of the parties.



STANDARD TERMS AND CONDITIONS

9. **WAIVER.** No waiver by either party of any default by the other party in the performance of this Agreement shall operate as a waiver of any future default.
10. **ASSIGNMENT.** This Agreement may not be assigned by either party without the written consent of the other party.
11. **NOTICES.** All notices, reports and invoices shall be in writing and may be transmitted by mail, telex or telefax to the other party at the address listed in this Agreement or such other address designated in writing. Notices are deemed to be given on the date transmitted.
12. **SEVERABILITY.** If any word, phrase, clause, sentence, or other provision of this Agreement is determined to violate any applicable statute, regulation or ordinance, such provision is ineffective to the extent of violation. The remainder of this Agreement remains valid and enforceable to the fullest extent of the law.
13. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, commitments, contracts and writings, whether oral or written, between the parties with respect to the subject matter of this Agreement. No amendment or modification may be made to this Agreement except by mutual agreement of the parties made in writing and signed by both parties.
14. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Compliance with the NPDES Program requires active City participation and thorough implementation of Best Management Practices. JLHA does not accept responsibility of work or actions performed by others or contrary to the recommendations of JLHA.