

MEETING DATE: 08/13/07

AGENDA ITEM: *Culver City Citywide BMP Treatment "Train" Project --
Authorization to Release a Request for Proposals for a
Professional Turnkey Project*

ATTACHMENTS

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REQUEST FOR PROPOSALS

FOR

**THE DESIGN-BUILD, MONITORING, AND
PUBLIC EDUCATION OF**

**CITY OF CULVER CITY'S
CITY-WIDE STORMWATER BMP
TREATMENT TRAIN**

Issued: August 14, 2007



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REQUEST FOR PROPOSALS

FOR

CITY OF CULVER CITY'S **CITY-WIDE STORMWATER BMP TREATMENT TRAIN**

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INSTRUCTIONS TO
REQUEST FOR PROPOSALS
FOR
THE DESIGN-BUILD, MONITORING, AND PUBLIC EDUCATION OF
CITY OF CULVER CITY'S
CITY-WIDE STORMWATER BMP TREATMENT TRAIN

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ARTICLE 1
DEFINITIONS

Capitalized terms shall have the meanings assigned to them in the General Conditions, which are part of the Design-Build Contract attached hereto as Attachment No. 6A and 6B. Capitalized terms not defined in the General Conditions shall have the meanings assigned to them in, or (if none is assigned) as reasonably understood to apply to them by the context of, the portion of the RFP Documents where such terms are used.

ARTICLE 2
SUMMARY OF PROJECT AND RFP PROCESS

2.1 SUMMARY OF PROJECT

2.1.1 Project Description. A description of the Project or portion of the Project that comprises the Work to be designed and constructed is set forth in Attachment No. 1 to these Instructions to Proposers.

2.1.2 Scope of Work. It is the intent of the City that the Project or portion of the Project shall be completed in accordance with the Project Specification set forth in Attachment No. 2 attached hereto. Proposals shall adequately address the Scope of Work.



2.1.3 Project Budget. The Project Budget for the Work, inclusive of all costs of design, engineering, and construction is \$1,052,600. The Base Price set forth in the Design-Builder Proposals shall not exceed the Project Budget.

2.1.4 Contract Time. The proposed time for design and construction set forth in the Design-Builder Proposals shall not exceed the Contract Time. In any case, with exception of the monitoring component and the reporting associated with the monitoring component, the Project shall be completed and approved no later than March 30, 2008. The monitoring and reporting associated with the monitoring activities shall be completed by March 15, 2009. It is the City's intention to pursue a grant time extension, to request an overall project deadline of March 2009. If a time extension is granted by the Proposition 50 grant administration agency in the future, the City may reconsider and revise the said deliverable timeline(s), based on a written request from and discussion with the Design-Builder Contractor.

2.1.5 Liquidated Damages. The Design-Build Contract includes provisions for payment of liquidated damages to the City of \$500.00 per Day if the Design-Builder fails to Complete the Scope of Work within the Contract Time.

2.1.6 No Exceptions to Contract Terms. No exceptions, changes or additions to the terms and conditions of the Design-Build Contract or General Conditions are permitted. Design-Build Proposals and Best and Final Offers (if any) shall not include statements that, expressly or impliedly, condition acceptance of the Design-Build Proposal or Best and Final Offer upon acceptance or agreement to any exceptions, changes or additions to the terms or conditions of the Design-Build Contract or General Conditions.

2.1.7 No Warranty by City. Proposers are solely responsible to satisfy themselves as to the completeness, accuracy or suitability of any estimates, projections, budgets, design concepts, technical criteria, descriptions of potential BMP site conditions, surveys, test data, site information and other data, reports or information provided by the City relating to the Project and nothing stated in the RFP Documents or in any other information provided by the City shall be construed as creating or implying the creation or existence of any warranty, express or implied, on the part of the City with respect to the completeness, accuracy or suitability thereof.

2.1.8 Changes by City. The City reserves the right, exercised in its sole discretion, to change, by additions, deletions or modifications, the Project Criteria, Project Budget, Contract Time or any other portion of the RFP Documents. Any such changes made by the City shall be communicated to the Proposers by RFP Addendum.

2.2 SUMMARY OF RFP PROCESS

2.2.1 Informational Summary. The provisions of this Section 2.2 are intended to summarize for Proposers the process that the City intends to follow in respect to consideration of Design-Builder Proposals and Award of the Design-Build Contract. This summary is provided for the convenience of the Proposers and should not be



interpreted as a complete or definitive statement of all procedures, conditions, requirements or standards that may apply.

2.2.2 Design-Build RFP Process. The process for Award of the Design-Build Contract will be conducted through the RFP Process. Selection of the successful Proposer shall be based upon pre-established criteria set forth in the attachments to these Instructions to Proposers, which include both cost and non-cost factors. Award of the Design-Build Contract shall be made to that Proposer whose Design-Builder Proposal is determined by the City to be overall the best value to the City. In evaluating and ranking the Design-Builder Proposal, price will be considered significantly less important than non-cost factors.

2.2.3 Award. The identity of the successful Proposer shall be publicly announced.

ARTICLE 3 **PROPOSER REPRESENTATIONS**

3.1 Each Proposer, by submitting its Design-Builder Proposal, makes the following representations:

3.1.1 Compliance with RFP Documents. Proposer represents that: (1) its Design-Builder Proposal is made in compliance with the RFP Documents; (2) it understands that its Proposal is an irrevocable offer that may be accepted by the City; and (3) that if its Proposal is accepted by the City the Proposer agrees to be bound thereby.

3.1.2 Attendance at Pre-Bid (Submittal) Meeting. Proposer represents that it attended the Pre-Bid (Submittal) Meeting.

3.1.3 Due Authorization. Proposer represents that the signer(s) of the Proposer's Design-Builder Proposal, Best and Final Offer (if requested) and any other documents submitted on behalf of the Proposer to the City is/are authorized to do so on behalf of the Proposer and that any Proposer, and any Design-Build Entity Member authorized to sign and signing on behalf of the Proposer, that is a corporation is duly incorporated under Applicable Laws and is authorized to do business in, and is in good standing under, the laws of the State of California.

3.1.4 Review of RFP. Proposer represents that it has carefully and thoroughly reviewed the RFP in its entirety and all addenda.

3.1.5 Review of Potential Catch Basin Insert, Rain Gardens, Cistern, and Downspout Disconnection Sites. Proposer represents that it has carefully inspected catch basins and appropriate City facilities to preliminarily evaluate their suitability in serving as potential BMP sites and has based its cost estimates for catch basin inserts, rain gardens, cisterns, and downspout disconnection BMPs based on its preliminary evaluation.



3.1.6 Design-Build Contract. Proposer represents that it has carefully reviewed the terms and conditions of the Design-Build Contract and General Conditions, that the terms and conditions thereof are satisfactory to Proposer and represent in the opinion of the Proposer a fair and reasonable allocation and sharing of risks and responsibilities as between the City and the Design-Builder. If Proposer receives the Award of the Design-Build Contract it will execute the Design-Build Contract, with no exceptions, qualifications or changes save and except for the addition of such information derived from the RFP Documents and Design-Builder Proposal that is required to complete such Design-Build Contract, such as but not limited to the identity of the parties, prices and Contract Documents.

3.1.6 Licensing. Except as otherwise permitted by this Paragraph 3.1.6, each Proposer must possess at all times during the Request for Proposal process an active Class B (general contracting) or Class A (general engineering) contractor's license issued by the California Contractors State Licensing Board that is in good standing. If the Applicant Qualifier is a Design-Build Entity that is a joint venture consisting of two or more individuals, firms, partnerships, corporations, associations or other organizations in which at least one of such joint venturer holds an active Class B (general contracting) or Class A (general engineering) contractor's license issued by the California Contractors State Licensing Board that is in good standing, then such Design-Build Entity shall be entitled, notwithstanding the absence of a separate joint venture license, to be considered for Award of the Design-Build Contract; provided, however, that any such Proposer that is selected to receive Award of the Design-Build Contract must possess, at the time of Award of the Design-Build Contract, a separate joint venture Class B (general contracting) or Class A (general engineering) contractor's license issued by the California Contractors State Licensing Board that is in good standing. In addition to the licensing requirements set forth in this Paragraph 3.1.6 applicable to Proposers, all persons or entities acting as architects, engineers or subcontractors shall possess, at the time of submission by the Proposer of its Design-Builder Proposal and at all times during the Request for Proposal process, all licenses required by Applicable Laws to be issued for the contracting and performance of its particular professional service and/or trade work .

ARTICLE 4

RFP DOCUMENTS, SCHEDULE AND PROCEDURES

4.1 RFP DOCUMENTS

4.1.1 RFP Documents. The RFP Documents consist of the following: (1) Instructions to Proposers (including, without limitation, all attachments hereto); and (2) and RFP Addenda.

4.1.2 Copies. One (1) complete set of these Instructions to Proposers (including all attachments hereto) shall be provided (or will be available to be picked up) free of charge at the location set forth in Paragraph 4.3.2, below, for submission of Design-Builder Proposals. In addition, the City may choose to distribute the said instructions via email to a pool of pre-identified firms. Proposers shall be solely responsible to arrange for and make payment of any costs of reproduction and delivery for additional sets. The City assumes no responsibility for errors or misinterpretations resulting from

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the use of incomplete sets of RFP Documents, or for delayed electronic delivery of RFP Documents due to technical difficulties.

4.1.3 Proposer's Responsibility to Seek Clarifications. Each Proposer, in submitting its Design-Builder Proposal, acknowledges and understands its affirmative obligation to carefully and thoroughly examine all RFP Documents and other information available to the Proposer relating to the Project and the conditions under which the Work will be performed and to seek clarification prior to submitting its Design-Builder Proposal of any of the following conditions in the RFP Documents that could in any way affect the Proposer's ability to perform the Work in accordance with its Design-Builder Proposal and the Design-Build Contract and that it observes, or should have observed (in the exercise of reasonable care in its capacity as a design-builder responsible for both construction and design) in connection with its review of the RFP Documents: (1) errors, omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Laws; (2) problems associated with design feasibility, constructability, availability of labor, materials, products or equipment; (3) difficulties or obstructions associated with conditions that are described in or indicated by the RFP Documents or other documents reviewed by or that are available to the Proposer for review, including, without limitation, public records. Failure by a Proposer to fully inform itself of the matters described herein and to seek clarification in the manner required herein shall not relieve the Proposer from its responsibilities under the Design-Build Contract should it receive Award thereof nor serve as the basis for any claim by the Proposer that it was mistaken or misled in connection with the preparation of its Design-Builder Proposal or its planning for design or construction of the Work.

4.1.4 Requests by Proposers for Clarification. Requests for clarification by Proposers to RFP Documents shall be limited to questions concerning the RFP Documents, RFP process and Project; the City will not provide technical assistance to Proposers. All requests for clarification shall be in writing and shall be delivered by electronic mail (e-mail) by 5:00 p.m. of August 28, 2007, to: Dr. Cathy Chang, Project Manager, at cathy.chang@culvercity.org. Responses by City to requests for clarification shall be at the City's discretion and provided by e-mail to all Proposers.

4.1.5 RFP Addendum.

.1 Purpose. City reserves the right, at any time and in the exercise of its sole discretion, to change (by additions, deletions or modifications), or issue interpretations affecting, the RFP Documents or Request for Proposal process. Such changes and interpretations will be made by issuance of RFP Addendum. Changes to or interpretations of the RFP Documents or Request for Proposal process made in any other manner shall not be relied upon and will not be binding upon the City.

.2 Notice. Notice of an RFP Addendum issued prior to the deadline in the RFP Schedule for submission of Design-Builder Submittals shall be given only to the Proposers at the address provided by them at the Pre-Submittal Conference. Notice of an RFP Addendum issued after the deadline in the RFP Schedule for submission of Design-Builder Proposals shall



be given only to the Proposers who submit Design-Builder Proposals in accordance with the RFP Documents.

.3 Responsiveness. All Design-Builder Proposals and Best and Final Offers (if requested) shall comply with and be responsive to all RFP Addenda issued prior to the deadline in the RFP Schedule for submitting, respectively, Design-Builder Proposals and Best and Final Offers (if requested). Proposals that are not responsive may, in the City's sole discretion, be rejected by the City without further notice or opportunity to correct the Proposal.

.4 Proposer Responsibility. Failure of a Proposer to receive an RFP Addendum shall not: (1) relieve the Proposer from any obligation to comply with the requirements thereof; (2) relieve the Proposer from any obligation or conditions set forth in its Design-Builder Proposal as submitted; (3) entitle the Proposer to an extension of the RFP Schedule; nor (4) be considered as grounds for permitting the Proposer to modify its Design-Builder Proposal in a manner not expressly authorized by the RFP Documents.

.5 Acknowledgement by Proposer. The Proposer shall confirm, by specifically identifying and listing in its Design-Builder Proposal, its receipt and inclusion in its Design-Builder Proposal of each RFP Addendum issued prior to the deadline in the RFP Schedule for submission of Design-Builder Proposals. If Best and Final Offers are requested, Proposer shall similarly confirm and identify in its Best and Final Offer any RFP Addendum issued subsequent to the deadline in the RFP Schedule for submission of Design-Builder Proposals. Failure to so acknowledge receipt of each and all RFP Addenda may be asserted by the City as a basis for determining the Design-Builder Proposal or Best and Final Offer, or both, nonresponsive.

4.1.6 Use of City Forms. Forms included with the RFP Documents shall be used. In those instances where such forms are provided, information provided by Proposers on other forms not provided in the RFP Documents may be disregarded.

4.2 RFP SCHEDULE

4.2.1 RFP Schedule. The following is the anticipated schedule of events relative to the Request for Proposal process and Award of the Design-Build Contract:

- | | |
|---|------------------------|
| .1 Issuance of Request for Proposals: | August 14, 2007; |
| .2 Last Date to Submit Requests for Clarification: | August 28, 2007; |
| .3 Pre-Bid (submittal) Meeting: | August 29, 2007; |
| .4 Design-Builder Proposals Due: | September 11, 2007; |
| .5 Evaluation of Design-Builder Proposals: | September 2007; |
| .6 Proposal Presentations | September 13, 2007; |
| .7 Negotiations (if requested): | September 26-27, 2007; |



.8 BAFO (if required)

October 2, 2007;

.9 Award Date:

October 8, 2007;

4.2.2 No Public Proceedings. All proceedings related to the RFP process shall be closed to the public.

4.2.3 Changes to RFP Schedule. The City reserves the right, at any time, to make additions, modifications or deletions to any of the events or dates that comprise the RFP Schedule. Such changes shall be made by RFP Addendum. References in the RFP Documents to the RFP Schedule or to dates in the RFP Schedule shall mean the RFP Schedule and dates set forth in Paragraph 4.2.1, above, as adjusted by any changes thereto made pursuant to this Paragraph 4.2.3.

4.3 RFP PROCEDURES

4.3.1 Submission. One (1) electronic, one (1) written original, and six (6) bound hard copies of the Design-Builder Proposal will be received from each Proposer in two separate sealed packages – Electronic 'CD'/Originals and Copies. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. Sealed proposals, subject to the conditions made a part hereof shall be delivered to ATTENTION: Dr Cathy Chang, Storm Water Program Manager, at 9505 Jefferson Boulevard Culver City, CA 90232, any time during regular working hours of 8:00 a.m. to 5:00 p.m., up to and including the September 11, 2007 deadline. The City reserves the right, prior to opening any of the sealed Design-Builder Proposals, to extend or reset a new deadline for submission of Design-Builder Proposals. In the event that the deadline for submission of Design-Builder Proposals is so extended, the Design-Builder Proposals that were received prior to the original deadline for receipt of Design-Builder Proposals will be held, without opening them, until the new deadline for submission has passed. Except as permitted by the City in the context of authorized Negotiations or submission of Best and Final Offers (if requested), Design-Builder Proposals, or any portion thereof (such as, but not limited to, information purporting to supplement or revise a Design-Builder Proposal), received after the deadline in the RFP Schedule for submission of Design-Builder Proposals will be returned unopened; provided, however, that a Design-Builder Proposal submitted after such deadline may be considered if it is the only Design-Builder Proposal received. Deposit of Design-Builder Proposals shall be by hand delivery or mail, only. Design-Builder Proposals transmitted electronically only will not be considered.

4.3.2 Envelopes, Packaging. All portions of Design-Builder Proposals shall at the time of delivery be enclosed in a sealed opaque envelope. Said envelope, as well as any other outer envelope or packaging in which said envelope may have been placed by Proposer or the carrier for delivery, shall be addressed and delivered as provided in these Instruction to Proposers and shall be clearly and conspicuously labeled with the Project name and number and the Proposer's name and address.



4.3.3 Timely Delivery. The Proposer assumes full responsibility for timely delivery of its Design-Builder Proposal at the location designated therefore in these Instructions to Proposers.

4.3.4 Signatures, Oath. Each Design-Builder Proposal, Best and Final Offer (if requested), and other documents required to be submitted with a Design-Builder Proposal shall be signed by a person having authority to enter into contracts on behalf of the Proposer. The information provided by the Proposer in its Design-Builder Proposal and Best and Final Offer (if requested) is provided with the understanding that the providing of false information is, in itself, grounds for disqualification.

4.3.5 Unauthorized Communications. Unless and except requested to do so in writing either in response to a written request for clarification from City or as otherwise permitted by the RFP Documents, Proposers and their Subconsultants and Subcontractors shall not at any time prior to or during the RFP process communicate, either verbally or in writing, with: (1) any member of the RFP Selection Committee; (2) any consultant or professional retained by the City for the purpose of providing the City advice or professional services in respect to the Project, the Request for Proposal process or the Award of the Design-Build Contract; (3) any member of the City Council; or (4) any employee or representative of the City. Without limitation to the foregoing, Proposers are advised that lobbying is not permitted with any City personnel or members of the City Council. "Lobbying", as used herein, is defined as any action taken by an individual, firm, association, joint venture, partnership, or corporation seeking to influence the governmental decision of City personnel or the members of its City Council on matters related to the Project, the Request for Proposal process or Award of the Design-Build Contract for the Project.

4.3.6 Pre-Bid (Submittal) Meeting. A Pre-Bid (Submittal) Meeting will be conducted on August 29, 2007, commencing promptly at 2:00 PM at City of Culver City, Cathedral Conference Room, 3rd Floor, 9770 Culver Boulevard, Culver City, CA 90232. To attend this meeting, arrive by 1:50PM at the 2nd Floor Engineering Counter of 9770 Culver Blvd, Culver City. The City reserves the right to schedule additional mandatory or non-mandatory conferences upon advance written notice to the Proposers. Whether or not a Proposer attends such mandatory or non-mandatory conferences, it shall be charged with knowledge of all facts, circumstances and other information that was available or provided to Proposers at such conferences.

4.3.7 Negotiations. The City reserves the right, but shall not have the obligation, to conduct Negotiations. If Negotiations are conducted, they may be conducted with some or all Proposers. Negotiations are face-to-face, confidential exchanges between a Proposer and the RFP Selection Committee, that may be conducted at any time prior to Award and before or after evaluation and ranking of the Proposals, for the following purposes: (1) validating the Design-Builder's direction and philosophy; (2) clarifying Design-Builder Proposals to assure a full understanding of, and responsiveness to, the requirements of the RFP Documents; and (3) discussing any perceived weakness or deficiencies in a Design-Builder Proposal; (4) to conduct



"bargaining", which may include persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule and technical requirements.

4.3.8 Perceived Weakness, Deficiencies in Proposals. Negotiations may include addressing perceived weakness or deficiencies in the Proposal of the Proposer with whom such Negotiations are conducted. However, City assume no obligation as part of Negotiations to address or discuss any or all weaknesses, errors, omissions or other matters in a Proposal, whether observed or not observed by the City and all such weakness or deficiencies, whether observed, not observed, discussed or not discussed, remain the sole responsibility of the Proposer.

4.3.9 Best and Final Offers (BAFO). The City reserves the right, but shall not have the obligation, after the deadline in the RFP Schedule for submission of Design-Builder Proposals (if no Negotiations are conducted) or following completion of Negotiations (if conducted) to request that each Proposer submit a Best and Final Offer. If Best and Final Offers are requested by the City, there will be only one request for a Best and Final Offer from each Proposer. A request by the City for Best and Final Offers shall be in writing and accompanied by (if necessary) any additional instructions to the Proposers on the procedures and timing for submission thereof. Best and Final Offers may include changes by the Proposer, in the form of additions, deletions or modifications, to any portion of a Design-Builder Proposal; provided, however, that Best and Final Offers shall, when read in conjunction with the Design-Builder Proposal, conform to the Project Criteria, Project Budget, Contract Time and other requirements of the RFP Documents and RFP Addenda. Best and Final Offers shall include an acknowledgement in accordance with Paragraph 4.1.5, above, of any RFP Addenda issued after the deadline in the RFP Schedule for submission of Design-Builder Proposals. All such changes shall be clearly and concisely cross-referenced to the portion of the Design-Builder Proposal that is being changed. Duplication of information already contained in Design-Builder Proposals should be avoided. Failure to timely submit a Best and Final Offer in response to a request therefor shall be deemed to be confirmation that the Proposer intends its originally submitted Design-Builder Proposal, with no changes, to be considered its Best and Final Offer. Best and Final Offers shall comply with the requirements of Article 5, below, pertaining the form and signing of original submissions of Design-Builder Proposals.

4.3.10 Requests for Clarifications of Proposals. City reserves the right at any time to request in writing from any Proposer, or all Proposers, clarification of any information contained in a Design-Builder Proposal or Best and Final Offer (if any). Requests for clarifications are discretionary with the City and although they generally are used only if Negotiations are not conducted, may be issued at any time (whether or not Negotiations are conducted) after the deadline in the RFP Schedule for receipt of Design-Builder Proposals and prior to Award. Nothing stated herein or elsewhere in the RFP Documents shall be interpreted as obligating the City to request further clarification or additional information from any Proposer. Requests by the City for clarification shall be responded to by the Proposer to whom it is directed within three (3) Days after the date of receipt thereof by the Proposer in the same manner and to the same location as



provided in Paragraph 4.1.4, above, for submission of requests for clarification by Proposers. Responses to such requests for clarification shall be limited to clarifying the portion of the Design-Build Proposal or Best and Final Offer described in the City's request. Responses shall not include changes to a Design-Build Proposal or a Best and Final Offer. Information provided in a response to a request for clarification that does not comply with the requirements of this Paragraph will not be considered.

4.3.11 Proposal Responsiveness. The City may determine as unresponsive any Design-Build Proposal which does not comply with the requirements of the RFP Documents or in which any statement or representation made or incorporated by reference in the Design-Build Proposal (or in the attachments or other documents submitted with the Design-Build Proposal) is false, incorrect or materially incomplete and misleading.

4.3.12 Waiver of Irregularities. The City reserves the right to waive minor or clerical irregularities, errors or omissions in the information contained in any Design-Build Proposal, Best and Final Offer (if requested) or in regard to any Proposer's compliance with the Request for Proposal process, and to make all final determinations with respect to the information provided in any Design-Build Proposal or Best and Final Offer (if requested).

4.3.13 Withdrawal, Resubmission by Proposer. Design-Build Proposals and/or Best and Final Offers (if requested) may be withdrawn at any time prior to the respective deadlines in the RFP Schedule for receipt thereof by giving written notice to the City at the place for receipt of Design-Build Proposals. Except as provided in Paragraph 4.3.18, below, such written notice must be received by the City prior to the deadline in the RFP Schedule for receipt of such Design-Build Proposal or Best and Final Offer, as applicable. Design-Build Proposals or Best and Final Offers (if requested) that are withdrawn in accordance with these RFP Instructions may be resubmitted up to the respective deadlines for submission thereof in the RFP Schedule. Design-Build Proposals or Best and Final Offers (if requested) may not be withdrawn after the respective deadlines for receipt thereof in the RFP Schedule.

4.3.14 Rejection, Withdrawal by City. Without limitation to any of the City's other rights under the RFP Documents or Applicable Laws, the City reserves the right to reject any or all Design-Build Proposals that contain any information that is untrue or misleading, are not accompanied by a required Proposal Bond or by other documents required by the RFP Documents to be submitted with a Design-Build Proposal, or which is in any way incomplete or irregular. The City further reserves the right to withdraw its Request for Proposal and/or reject all Design-Build Proposals.

4.3.15 Availability of Funds. Award of the Design-Build Contract is subject to availability of funds. In the event that funds are not available, City shall have the right, without any liability to any Proposer to decline to execute the Design-Build Contract.

4.3.16 Costs and Expenses. The successful Proposer selected to receive Award of the Design-Build Contract shall bear, at its own expense and without reimbursement by



the City, all costs and expense associated with the preparation of its Design-Builder Proposal and its participation in the Request for Proposal process.

4.3.17 Interested Parties.

.1 Participation in More Than Proposal. General Contractors and Architects of Record will not be allowed to participate in the Request for Proposal process, in any capacity, either as Design-Build Entity Members or as independent contractors, to more than one Design-Build Entity. For purposes of interpreting and applying the requirements of this Part .1, branch offices of a General Contractor or Architect of Record that is an individual, corporation, partnership, or other legal entity, where such branch offices are owned and/or managed, in whole or in substantial part, by such individual, corporation, partnership, or other legal entity, shall be deemed identical to such General Contractor or Architect of Record.

ARTICLE 5

DESIGN-BUILDER PROPOSALS

5.1 BASIS, CONTENT AND FORMAT

5.1.1 Basis. The Base Price set forth in a Design-Builder Proposal shall be expressed as a firm and fixed lump sum price for the Work in accordance with the Scope of Work and other terms of the RFP Documents and Design-Build Contract. A Design-Builder Proposal shall not: (1) propose a Base Price for design and construction that exceeds the Project Budget; (2) propose a duration for design and construction that exceeds the Contract Time; nor (3) expressly or impliedly condition its Design-Builder Proposal upon the City's acceptance of any changes or exceptions to the terms and conditions of the Design-Build Contract or General Conditions. The Design-Builder Proposal shall include a breakdown of the Base Price that includes, at a minimum, an identification of the components of the price for each BMP the design, construction, materials, monitoring, and public education elements of the Work. The Base price shall not exceed the Project Budget of **\$1,052,600**.

5.1.2 Content. Design-Builder Proposals shall comply with all requirements of the RFP Documents, and shall include, without limitation to any other requirements of the RFP Documents, each of the following (Details for each heading are provided in Attachment 10): 1) Statement of Scope of Work; and 2) Project Approach (7 page maximum.), 3) Master Project Schedule, 4) Firm Experience (7 page maximum). 5) Quality Control/Quality Assurance/ Safety Experience During Construction, 6) Qualification of Key Personnel, 7) Cost Estimations, 8) Additional Data (optional) (3 pages maximum), and 9) a signed and notarized Non-Collusion Affidavit in the form of Attachment No. 4, attached hereto. Proposers are advised that Negotiations might not be conducted by the City and that Best and Final Offers might not be requested. Accordingly, Proposers shall not assume that they will be contacted or afforded an opportunity to clarify, discuss or revise their Design-Builder Proposals and Design-Builder Proposals should be self-explanatory and submitted initially with the most favorable terms, from a price and technical standpoint, which the Proposer can offer.



5.1.3 Format. Each Proposer shall submit one (1) electronic, (1) original and six (6) bound copies of its complete Design-BUILDER Proposal. The original of the Design-BUILDER Proposal shall be clearly marked as the "original" and bear an original signature(s) and printed name and title of the person or persons legally authorized to enter into contracts on behalf of the Proposer. A signature on a Design-BUILDER Proposal by a corporation shall further give the state of incorporation and have the corporate seal affixed. Copies of Design-BUILDER Proposals shall include copies of signatures and seals, but do not require original signatures or seals. Design-BUILDER Proposals shall comply with the formatting and other similar requirements set forth in the RFP Documents. Proposals shall use 8-1/2" by 11" format, but may be supplemented using 8-1/2" by 11" landscape or 11" by 17" illustrations. Twelve point font shall be used.

5.1.4 Name of Proposer. Each Design-BUILDER Proposal shall state the legal name of the Proposer and the legal form of business entity of the Proposer.

5.1.5 Alternates and Separate Prices.

.1 Voluntary Alternates. Voluntary Alternates are Alternates that are included by the Proposer in its Design-BUILDER Proposal as a potential alternative means of improving design, saving costs or time by altering Project Criteria. Voluntary Alternates shall not be relied upon by a Proposer in the calculation of the Proposer's Base Price, which Base Price must in all cases be predicated solely on the Project Criteria.

.2 Substitute Alternates Prohibited. Substitute Alternates are Alternates proposed by a Proposer as a change to the Project Criteria and as an alternative approach to designing the Project where the Proposer is unable, by reason of the constraints placed upon it by the Project Budget, Project Criteria or Contract Time, to submit a proposal for design that complies with the requirements of the Project Criteria. Substitute Alternates are not permitted to be included in any Design-BUILDER Proposal or Best and Final Offer.

5.1.6 Figures. Sums and amounts shall be expressed in Design-BUILDER Proposals both words and figures. In case of discrepancy, the amount written in words shall govern.

5.1.7 Alterations. Interlineations, alterations and erasures must be initialed by each and all of the signer(s) of the Design-BUILDER Proposal.

5.1.8 Applicable Laws. All Design-BUILDER Proposals must be submitted, filed, made and executed in accordance with Applicable Laws, whether the same are expressly referred to herein or not.

5.1.9 Period of Irrevocability. Each Proposal shall be deemed to be an irrevocable offer to the City to enter into the Design-Build Contract for the Proposer's Base Price in its Proposal. Such Proposal shall be held firm and shall be deemed irrevocable as follows: (1) if no Best and Final Offers are requested, for a period of ninety (90) Days from the deadline in the RFP Schedule for receipt of Design-BUILDER



Proposals ; or (2) if Best and Final Offers are requested, for a period of sixty (60) Days from the deadline in the RFP Schedule for receipt of Best and Final Offers.

5.1.10 Changes to Proposals. Changes, in the form of additions, deletions, or modifications, to Design-Builder Proposals shall not be permitted after the deadline set forth in the RFP Schedule for submission of Design-Builder Proposals, unless and except as part of the Negotiations conducted by City or a Best and Final Offer submitted in accordance with the RFP Documents.

5.1.11 Signing Services. Signing services for persons with hearing disability shall be made available upon written request received by the City's Project Manager at the address for receipt of Design-Builder Proposals at least three (3) business days prior to the date that such services are required.

5.2 OWNERSHIP, COPYRIGHT, CONFIDENTIALITY AND DISCLOSURE

5.2.1 Ownership, Copyright. Drawings, renderings, models, building designs, design approaches, design details, construction techniques, procedures, means and methods and other technical design, construction, and public education information contained within a Design-Builder Proposal shall be deemed the sole and exclusive property of the City, all copyrights thereto shall be deemed assigned to and held by the City, and the Proposer shall retain no property, copyright or other proprietary rights with respect thereto; provided, however, that: (1) nothing herein shall be interpreted as prohibiting or limiting the right of a Proposer that does not receive Award of the Design-Build Contract to (a) copy, use or incorporate such technical design information contained within its own Design-Builder Proposal for its own use in with connection the conduct of its business, trade or profession, and/or (b) assign, grant or transfer to any third person or entity (for profit or otherwise) the right to copy or use such technical design information for any purpose; and (2) with respect to the Proposer who receives Award of the Design-Build Contract, such Proposer's rights and obligations with respect to copying, use or incorporation of such technical design information in any projects, structures or work other than the Project shall be governed by the terms of the Design-Build Contract. The City's rights hereunder include, without limitation, the right after Award of the Design-Build Contract to incorporate into its design for the Project any of the building designs, design approaches, design details, construction techniques, procedures, means and methods and other technical design and construction information contained in any Design-Builder Proposal that is received from any Proposer submitting a Design-Builder Proposal whether or not such technical information constitutes Proprietary Information as that term is defined in Paragraph 5.3.2, below.

5.2.2 Confidentiality of Proprietary Information. "Proprietary Information", as that term is used in this Section 5.3, means and is limited to (in lieu of any other definitions applicable to proprietary information or trade secrets that may exist or apply under Applicable Laws) technical information in the form of design details, construction techniques, procedures, means and methods and other technical design and construction information that: (1) is not patented; and (2) is only known to those persons within the



Proposer's company in whom such technical information is confided; and (3) has unique or special qualities (including, without limitation, a unique or special assembly) not generally known in the construction industry among competing contractors designing or constructing structures of the type proposed for the Project; and (4) that the Proposer has clearly and completely marked and identified with the words "PROPRIETARY INFORMATION" wherever and everywhere it appears in the Proposer's Design-Builder Proposal. Notwithstanding and without limitation to the City's rights set forth in Paragraph 5.3.1, above, the City shall, to the extent not inconsistent with the City's obligations under Applicable Laws pertaining to the disclosure of public records, at all times prior to Award of the Design-Build Contract refrain from disclosing to any competing Proposer the content of any Proprietary Information contained in a Proposer's Design-Builder Proposal. The City's obligation of confidentiality as set forth herein shall terminate upon Award of the Design-Build Contract. The aforesated obligation of the City with respect to maintaining the confidentiality of technical information in a Design-Builder Proposal shall constitute the City's sole and exclusive obligation of confidentiality that shall exist, at any time either before or after Award, with respect to such matters.

5.2.3 Confidentiality of Pricing Information. City shall, to the extent not inconsistent with the City's obligations under Applicable Laws pertaining to disclosure of public records, at all times prior to Award of the Design-Build Contract refrain from disclosing to competing Proposers any information on prices or pricing that is contained in a Proposer's Design-Builder Proposal. The aforesated obligation of the City with respect to maintaining the confidentiality of prices and pricing information in a Design-Builder Proposal shall constitute the City's sole and exclusive obligation of confidentiality that shall exist, at any time either before or after Award, with respect to such matters.

5.3 RETURN BY CITY

Each original of Design-Build Proposals submitted by Proposers not receiving Award of the Design-Build Contract shall be made available by the City to be picked-up by the Proposer, at its own expense, following Award and execution of the Design-Build Contract by the City and the successful Proposer. Originals not requested for return within sixty (60) Days after Award may be destroyed. Copies of Design-Build Proposals or portions thereof may at the City's discretion be either: (1) returned to the Proposer; (2) retained by the City; or (3) destroyed by the City at any time after the expiration of sixty (60) Days following Award.

5.4 PATENTS

Proposers shall identify in their Design-Builder Proposals any portions thereof with respect to which the Proposer holds any patent right, including, without limitation, the number and date of issuance of the patent.



5.5 NON-TRANSFERABILITY

Design-Builder Proposals and Best and Final Offers (if requested) are nontransferable.

ARTICLE 6 PROPOSAL EVALUATION

6.1 EVALUTION APPROACH AND CRITERIA

Design-Builder Proposals and Best and Final Offers (if requested) will be evaluated on the basis of the cost and non-cost criteria set forth in Attachment No. 5 attached hereto (Design-Builder Selection Criteria). Based on such evaluation, the Design-Builder Proposals will be ranked by the RFP Selection Committee from the "most advantageous" to the "least advantageous" to the City, with the "most advantageous" representing the Proposal found to be the "best value". In ranking the Proposals, price will be considered significantly less important than non-cost factors. The City reserves the right, in its discretion, to adjust, increase, limit, suspend or rescind the ranking of a Design-Builder Proposal based on subsequently-learned information that: (1) the City considers to be adverse information affecting the evaluation and ranking of the Proposer's qualifications; or (2) if true would render a Design-Builder's Proposal or Best and Final Offer (if requested) materially misleading or inaccurate.

6.2 PROPOSAL PRESENTATION.

At its option, the City may request oral presentations or discussion with any or all Proposers for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, Proposer are cautioned that the City is not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Proposer. Further information about Proposal Presentation will be available at the Pre-Bid Meeting.

ARTICLE 7 DESIGN-BUILD CONTRACT

7.1 EXECUTION OF DESIGN-BUILD CONTRACT

7.1.1 Design-Build Contract. A copy of the proposed Design-Build Contract that the City contemplates issuing to the successful Proposer is attached hereto as Attachment No. 6A and 6B. The term "Design-Build Contract", as used in these Instructions to Proposers (notwithstanding the definition thereof stated in the General Conditions) is meant to include the entirety of the documents attached as Attachment No. 6A and 6B hereto, including the General Conditions. If the City issues its Notice of Intent to Award prior to expiration of the period of irrevocability of the Design-Builder Proposal as set forth in Paragraph 5.1.9, above, then the Proposer shall execute the Design-Build Contract without any exception or change, other than changes set forth in a RFP Addendum issued by the City. The Design-Build Contract shall not be binding upon the City until it has been executed by the City and approved by the City Council.



7.1.2 Changes by City. City reserves the right, exercised in its sole discretion, prior to Award, to unilaterally change, by addition, modification or deletion, any of the terms of the Design-Build Contract by issuance of an RFP Addendum setting forth the substance of such change.

7.1.3 No Contract Exceptions. Exceptions to the terms of the Design-Build Contract are not permitted.

7.2 SPECIAL PERFORMANCE REQUIREMENTS

7.2.1 Bonding, Insurance. Without limitation to the other requirements of the RFP Documents, the successful Proposer to whom Notice of Intent to Award is issued shall possess and be required to submit evidence of: (1) sufficient bonding in the form of a Performance Bond and Payment Bond to cover the full price for construction services utilizing bond forms that comply with the forms attached as Attachments No. 7A & 7B hereto; (2) Evidence of Insurance on letterhead(s) of insurance companies, including, without limitation, evidence of errors and omissions insurance coverage sufficient to cover all design and architectural services required by the Design-Build Contract and evidence that Proposer has obtained all other insurance coverages required to be provided by the Design-Builder under the terms of the RFP Documents and the Design-Build Contract; and (3) a completed Worker's Compensation Certificate issued by the insurance company. The foregoing bonds and insurance shall be provided in accordance with the requirements of the Design-Build Contract. The full cost of the Performance Bond, Payment Bond and insurance shall be deemed included in the Base Price proposed by the Proposer in its Design-Builder Proposal and Best and Final Offer (if requested). Both the Performance Bond and Payment Bond shall be issued by an Admitted Surety. The Surety on the Performance Bond shall have an A.M. Best's Insurance Rating of not less than B+:VIII. The successful Proposer shall require the attorney-in-fact who executes the required Performance Bonds and Payment Bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.

7.2.2 Labor Compliance. The successful Proposer who receives the Award of the Design-Build Contract will be required to: (1) comply with all of the applicable provisions of the California Labor Code (including, without limitation, payment of prevailing wages, maintenance and submission of weekly certified payrolls and hiring of apprentices); and (2) submit to City, prior to commencement of the non-design portions of the Work, a Declaration of Sufficiency of Funds in the form attached as Attachment No. 8 hereto.

ARTICLE 8

AWARD, POST-AWARD SUBMITTALS

8.1 AWARD

8.1.1 Basis of Award. Following the ranking of the Design-Builder Proposals, the City will then have the option of either: (1) (with or without the conduct of



Negotiations) issuing a Notice of Intent to Award; or (2) rejecting all Design-Builder Proposals.

8.1.2 Notice of Intent to Award. In accordance with the RFP Schedule, the City will issue a Notice of Intent to Award the Design-Build Contract identifying the name of the Proposer to whom the City intends to Award the Design-Build Contract. Such notice will be mailed to all Proposers submitting a Design-Builder Proposal. The City may, in its sole and exclusive discretion, elect to shorten or extend the time for issuance of its Notice of Intent to Award.

8.1.3 Cancellation. The City reserves the right, without cause and solely for the City's convenience or as otherwise determined by the City to be in its best interests, to cancel Award of the Design-Build Contract and/or to retract any Notice of Intent to Award at any time before the Design-Build Contract is executed by both the City and the Proposer to whom the Notice of Intent to Award is issued by the City.

8.1.4 Award. Award may be made unconditionally or subject to a Proposer's acceptance of certain stated conditions. In accordance with the City's rules and regulations, a public hearing will be held during which the City will consider the award of the contract without formal public bidding.

8.2 POST-AWARD SUBMITTALS

8.2.1 Post-Award Submittals. The Proposer to whom Notice of Intent to Award is issued by the City shall, within such periods of time as are set forth below, after receipt of Notice of Intent to Award, complete and furnish to the City, through the Construction Manager, the following Post-Award Submittals using the forms provided in the RFP Documents and, where required, duly signed and executed by the Proposer. Such signature(s) shall, unless otherwise stated in such form, comply with the same requirements applicable to signature(s) required for initial submission of Design-Builder Proposals:

.1 Within seven (7) Days after the later of (1) receipt of Notice of Intent to Award, or (2) completion of Negotiations (if requested), the Proposer shall furnish the following:

(i) Schedule of Values.

.2 Within fourteen (14) Days after the later of (1) receipt of Notice of Intent to Award, or (2) completion of Negotiations (if requested), the Proposer shall furnish to the City the following documents duly executed by Proposer (where execution by the Proposer is called for by the document):

(i) Performance Bond (issued by Surety) in the form attached hereto as Attachment No. 7A.

(ii) Payment Bond (issued by Surety) in the form attached hereto as Attachment No. 7B.



- (iii) Evidence of Insurance in a form satisfactory to the City.
- (iv) Proposer's Federal Tax Identification Number.
- (v) Worker's Compensation Certificate in the form satisfactory to the City.

(vi) an original of the Design-Build Contract, duly executed by the said Proposer, using a form provided to Proposer by City that conforms to that which is attached hereto as Attachment No. 6A and 6B (as modified by RFP Addendum) and in which the City has inserted such other information contained in the RFP Documents or Design-Builder Proposal that is necessary to complete the Design-Build Contract in a form ready for execution by the City and Design-Builder.

.3 At least thirty (30) Days prior to the commencement of any non-design portions of the Work the Proposer shall submit to the City the following:

- (i) Declaration of Sufficiency of Funds in the form attached hereto as Attachment No. 8.

8.2.2 Failure to Submit. Failure of the successful Proposer to submit the Post-Award Submittals in accordance with Paragraph 8.1.1, above, within the time periods specified therein, shall be deemed to be a failure or refusal to execute and/or perform the Design-Build Contract and shall be cause for retraction of the Notice of Intent to Award or termination of the Design-Build Contract in the event that the Award of the Design-Build Contract is made to another Proposer.

ARTICLE 9 **ATTACHMENTS**

The following Attachments are attached hereto and incorporated by this reference as part of the RFP Documents:

ATTACHMENT NO. 1.....PROJECT DESCRIPTION
ATTACHMENT NO. 2.....SCOPE OF WORK
ATTACHMENT NO. 3.....INTENTIONALLY LEFT BLANK
ATTACHMENT NO. 4.....NON-COLLUSION AFFIDAVIT
ATTACHMENT NO. 5.....DESIGN-BUILDER PROPOSAL EVALUATION CRITERIA
ATTACHMENT NO. 6A.....DESIGN-BUILD CONTRACT
ATTACHMENT NO. 6B..... GENERAL CONDITIONS OF THE CONTRACT
ATTACHMENT NO. 7A..... PERFORMANCE BOND
ATTACHMENT NO. 7B..... ..PAYMENT BOND
ATTACHMENT NO. 8..... DECLARATION OF SUFFICIENCY OF FUNDS
ATTACHMENT NO. 9.....INTENTIONALLY LEFT BLANK
ATTACHMENT NO. 10..... DESIGN-BUILDER PROPOSAL CONTENT

END OF INSTRUCTIONS

Culver **CITY**

PUBLIC WORKS DEPARTMENT

ATTACHMENT NO. 1

PROJECT DESCRIPTION

Project Location

Various Locations within the City of Culver City, CA.

Owner

City of Culver City (City)

Project Overview

The City of Culver City (the “City”) invites proposals from qualified professional consulting firms for assistance in designing, constructing, implementing, monitoring, reporting, and providing public education on a specific storm water Best Management Practice (BMP) treatment train. The phrase “BMP treatment train” in this project refers a combination of treatment and source control technologies to be implemented at various locations within the City.

This project has multiple objectives:

- ◆ Eliminate trash generated within the City’s jurisdictional boundaries from being deposited to Ballona Creek via the City’s public storm water drainage system;
- ◆ Implement effective, structural and non-structural City storm water BMPs to measurably reduce pollutant load contribution to Ballona Creek;
- ◆ Monitor BMP performance/effectiveness of reducing pollutant load and urban runoff volume conveyed by the City’s storm water drainage system;
- ◆ Implement technologically sound and aesthetically pleasant demonstration projects on City-owned properties; and
- ◆ Raise public awareness and the level of participation in solving urban runoff problems through various outreach activities.

The selected contractor will be expected to carry out field surveys, provide coordinates of all BMP locations, conduct technical analyses, generate cost estimates, develop engineering design and specifications, develop technical plans to support monitoring and maintenance of BMPs, obtain necessary pre-construction permits, successfully construct the BMPs per design and specs, effectively coordinate and interact with other governmental agencies and contractors hired for this project, train City staff on BMP maintenance activities and develop and launch appropriate public education outreach programs. The specific tasks are described under the Contractor Services.

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Project Background

In August 2005, the City of Culver City (City) was awarded \$1,252,600 in Proposition 50 grant by the State Water Resources Control Board (SWRCB), through the Santa Monica Bay Restoration Commission (SMBRC), to implement its “Citywide BMP Treatment Train” project. The project is aimed at restoring and protecting the water quality in Ballona Creek and the Santa Monica Bay.

Ballona Creek Watershed

One of the two major tributaries to the Santa Monica Bay, Ballona Creek drains a highly urbanized watershed that is home to more than 1.6 million residents. Approximately 85 percent of the land area in the Ballona Creek Watershed is occupied by homes, businesses, roads, and similar uses. Ballona Creek is listed on the California 303(d) list as impaired for trash, metals (copper, lead, selenium, and zinc), pathogens, pesticides, polyaromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and unknown toxicity (water and sediment).

Urban runoff introduces contaminants to the Creek and its tributaries, and contributes to beach closures and public health risk warnings associated with swimming at the Santa Monica Bay beaches near the creek outlet. As a consequence of impairment, various potential and existing beneficial uses of Ballona Creek, including (non)-contact water recreation, wildlife habitat, municipal and domestic water supply, and warm freshwater habitat, are potentially compromised.

City of Culver City

As a municipality along Ballona Creek, the City is concerned about the magnitude of pollutant loads entering the Creek. In an effort to address this concern, the City proposes to implement a Citywide BMP treatment train to control pollutant sources that will effectively remove pollutants in urban runoff (including elimination of trash to Ballona Creek through the City’s storm drains), reduce runoff volume, reuse storm water, and to inspire residents and businesses towards activities that advance the City towards becoming a model for a clean, green city.

Overall Project Concept

The project consists of designing, installing, implementing, and monitoring a series of innovative BMPs, such as rain gardens (also known as bioretention cells), downspout disconnection, cistern, catch basin filter inserts, optimized irrigation at certain City parks and recreation centers, and increased trash and recycling receptacles in select parts of the City. Also, as part of this project, the City will launch a focused dry weather runoff elimination program for critical sector businesses by distributing and conducting outreach on the use of high-pressure, low-volume water brooms to help eliminate pollution associated with hosing down of parking lots, driveways, and sidewalks. The overall success of implementing these BMPs will be assessed by monitoring for reductions in pollutant loads and runoff volumes. Public education and outreach will be carefully

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designed and provided to highlight both the successes and the importance of the BMPs, to raise public awareness, and to compel behavioral changes.

The successful implementation of these BMPs will contribute significantly towards achieving key objectives for the Santa Monica Bay-- *i.e.* the elimination of trash loading to Santa Monica Bay and signification reductions in pollutant loads from storm water/urban runoff, which in turn will assist the City's compliance with Federal and State water quality regulations. Through this Citywide BMP treatment train project, the City hopes to forge a vibrant and sustaining partnership with its residents and businesses in continuing pollution prevention activities and to bolster the collective efforts of the Ballona Creek stakeholders in attaining the water quality standards in the Creek and the Bay.

How this RFP fits into the Overall Project

This RFP solicits professional services to assist the City with the implementation of *several components of the project* described above and more fully discussed in the Scope of Work or Attachment 2, including:

- Developing and implementing a Project Assessment and Evaluation Plan, Monitoring Plan, and Quality Assurance Project Plan;
- Designing and constructing rain gardens, downspout disconnection, and underground cistern;
- Developing necessary Best Management Practices Maintenance Plans;
- Conducting monitoring activities to gauge effectiveness of all BMPs installed as part of this project;
- Purchasing, distributing and educating five hundred (500) or more businesses about water brooms;
- Planning and conducting public tours to the BMP demonstration sites;
- Launching strategic public education and awareness activities, and
- Providing written assessments, reports, and presentations of the project progress, success, and limitations.

Work to be completed by City and/or Other Contractors

To efficiently implement the project within the given time frame and budget, certain portions of the *Citywide structural BMP treatment train project* will be completed by various City departments/ divisions or other contractors. These include:

- Planning, designing, and installing optimized irrigation control system at a total of nine (9) schools, medians, and parks.
- Purchasing and installing tamper-free trash bins (45) and recycling receptacles (50) at high trash generating locations.

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Project Budget

\$1,052,600 maximum.

Schedule

All work specified in the Attachment 2 shall be completed by March 30 2008, with the exception of the monitoring component and reporting associated with the monitoring component, which shall be completed by March 15, 2009. It is the City's intention to pursue a grant time extension, to request an overall project deadline of March 2009. If a time extension is granted by the Proposition 50 grant administration agency in the future, the City may reconsider and revise the said deliverable timeline(s), based on a written request from and discussion with the Design-Builder Contractor.

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ATTACHMENT NO. 2

SCOPE OF SERVICES

1 Full Capture Catch Basin Insert Installation, Monitoring, and Education.

- 1.1 Research all full capture catch basin insert systems that have been certified by the Los Angeles Regional Water Quality Control Board (refer to <http://www.waterboards.ca.gov/rwqcb4/html/programs/tmdl/fcc/FullCaptureCertification.html>). Perform field observations of the certified BMPs and interview appropriate personnel at the agencies that have implemented the certified BMPs regarding lessons learned, maintenance issues, potential limitations of the BMP and ways to alleviate or circumvent identified challenges.

Deliverable: One (1) electronic copy of names of agencies and personnel (include contact information) contacted and a short summary of field observations, interviews (must include lessons learned, maintenance issues, potential limitations and solutions), corresponding dates and names of individuals who performed the field observations and/or interviews.

- 1.2 Select a full capture catch basin insert system for installation in all 672 storm drain catch basins in the City. At minimum, the selection shall be based on the following criteria:
- relative ease in design, construction, monitoring, and maintenance activities (including cleaning, repair, and replacement);
 - cost; and
 - longevity (20 plus years).

[Note: Proposals shall mention specific criteria to be used in BMP selection.]

Deliverables:

Two (2) hardcopies and two (2) electronic copies of a matrix of selection criteria (at minimum, include material and construction cost, ease of construction, monitoring, maintenance, and anticipated longevity of inserts), that clearly shows the evaluation results (ranking) for each of the full capture catch basin insert systems certified by the Los Angeles Regional Water Quality Control Board, and a rationale for selecting a particular full capture system.

- 1.3 Create and submit for review by the City Contract Manager draft design plans, specifications, and construction schedule for the installation of the certified full capture catch basin inserts. [Prior to design, consult with agency representatives who have conducted a pilot study for the chosen BMP.] Submit for approval by the City Contract Manager final design plans, specification, and construction schedule, that incorporates review comments received from City staff. The design must consider overflow, in case of heavy storms.

Deliverables:

- Two (2) hard copies of DRAFT design plans, specifications, and construction schedule for the installation of the certified full capture catch basin inserts.
- Three (3) hard copies and two (2) sets of CDs of FINAL design plans, specifications, and construction schedule for the installation of the certified full capture catch basin inserts.

- 1.4 In consultation with City Contract Manager, prepare design plans, specifications, and construction schedule to the City Contract Manager for the installation of effective, interpretive sign(s) that explains the purpose of the full-capture inserts project and acknowledges grant funding source- i.e. SMBRC/SWRCB. **[Note: Proposals shall discuss several options for**

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interpretive signs for full capture inserts, including design concept and approximate dimensions and number of signs.

[Note: Proposals shall emphasize Applicant's expertise and experience in implementing similar BMP project(s).]

Deliverables:

- Two (2) hard copies of DRAFT design plans, specifications, and construction schedule for installation of an effective, interpretive sign for full-capture catch basin inserts
- Three (3) hard copies and one (1) set of CD of electronic copy of FINAL design plans, specifications, and construction schedule for installation of an effective, interpretive sign for full-capture catch basin inserts

- 1.5 Obtain necessary permits and/or signed approval/agreements with all agencies such as the County of Los Angeles for permission to install the catch basins at the sites located under their jurisdiction. [Installation may not be initiated without appropriate written approval.]. In addition, note that the County of Los Angeles, Department of Public Works may have installed several dozen inserts in the County-owned catch basins within the City boundary, as part of a trash baseline monitoring project. Obtain all necessary written permissions or agreements to remove existing catch basin inserts installed by the County in order to install the full capture insert devices.

[Note: Proposals shall elaborate on the kinds of permits and/or approval/agreements and agencies involved in approving the installation of full capture system in catch basins not owned or operated by the City.]

Deliverable: For all catch basins within Culver City boundary not owned or operated by Culver City, permits and/or signed approval/agreements with County of Los Angeles Department of Public Works or other necessary agencies for the installation of full capture inserts.

- 1.6 Prepare and submit for signature a Notice to Proceed to City Contract Manager.

Deliverable: Notice to Proceed.

- 1.7 After the Notice to Proceed has been signed by City Contract Manager, remove any existing catch basin inserts, and install chosen certified full capture inserts in all 672 catch basins per the approved plans and specifications of section 1.3.

Deliverables: 672 catch basins installed with chosen full capture inserts.

- 1.8 Install interpretive sign for public education, per the approved plans and specifications of section 1.4.

Deliverable: Interpretive sign for catch basin inserts. The number and dimensions of signs will be discussed and negotiated during contracting process.

- 1.9 Conduct and submit pre-, during-, and post-installation photo documentation, as part of the project assessment.

Deliverable: Attached to an appropriate invoice for catch basin inserts, a compilation of pre-, during-, and post-insert installation photos of catch basins, with associated latitudes and longitudes.

- 1.10 Develop monitoring program and conduct monitoring activities per section 6.2.1.

[Note: Proposals shall elaborate on the feasible monitoring method(s) to be used that will help estimate the annual load of trash captured in the City's full capture systems.]

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Deliverable: Same as deliverable under section 6.2.4

- 1.11 Compile and submit to City Contract Manager annual baseline summary report of the trash captured using City's maintenance records from previous 3 years.

Deliverable: Annual baseline summary report of the trash captured from 672 catch basins using maintenance records from previous 3 years

- 1.12 Develop and implement public education program per section 7.

Deliverable: Same as deliverables under section 7, that pertains to catch basin inserts.

- 1.13 Develop and submit for review and comment by City Contract Manager a draft Maintenance Plan and a draft Maintenance Manual for the catch basin inserts, per section 5. Maintenance activities that can be readily accommodated within existing resources shall be emphasized. Submit for approval by City Contract Manager a final Maintenance Plan, which adequately incorporates review comments of City Contract Manager.

Deliverables Same as deliverables under section 5 that pertains to catch basin inserts:

- 1.14 Develop and submit for review and comment by City Contract Manager a draft PowerPoint presentation to train City Storm Drain Maintenance Crew on how to maintain, clean, repair, and replace the full capture system. Submit a final PowerPoint presentation, which incorporates comments from the City Contract Manager. Provide at minimum one (1) training for City Storm Drain Maintenance Crew members and Public Works management.

Deliverables

- One (1) set of CD of draft PowerPoint presentation to be used for City Storm Drain Maintenance Crew training;
- One (1) set of CD of final PowerPoint presentation to be used for City Storm Drain Maintenance Crew training;
- One (1) copy of sign-in sheet, including date/location of training and names and titles of attendees.

2 City Parks Best Management Practices Installation, Monitoring, and Education- Part I (rain garden)*.

*All tasks must be closely consulted with City Department of Parks and Recreation staff/Manager and City Contract Manager, during the planning, design, construction, and monitoring phases, including but not limited to the dimensions and location of the rain garden, location, dimension and message of the interpretive sign, removal of existing vegetation, the choice of vegetation to be established, and construction schedule.

- 2.1 Select a City park for the installation of a rain garden and submit for approval by the City Contract Manager and City Department of Parks and Recreation Manager. The park and the location of rain garden will be selected based on its suitability as a BMP location, in terms of distance and depth to existing storm drain system, its existing uses (ballpark, picnic areas, etc.), proximity to an impervious surface such as a parking lot from which runoff would drain to the rain garden, existing drainage patterns on and offsite, extent of use and visibility, and accessibility (the location must be easily accessible for monitoring and long-term maintenance purposes).

[Note: Proposals shall elaborate on the specific site selection criteria and potential issues that might be encountered during the site selection process and possible solutions. In addition, Proposals shall identify, based on preliminary evaluation of potential BMP sites, 2~3 potential locations for the rain garden, their approximate dimension, and the approximate area (sq. ft) that would be drained by the rain garden, and the reasons for the selected sites. If the Proposer's preliminary evaluation



concludes that none of the City Parks are suitable as a functional rain garden (reasons must be documented in the Proposal), then alternatively, the stretch of grassy area behind the Culver City Julian Dixon Library (and adjacent to the Ballona Creek bike path) or the concrete area between City of Culver City Transfer Station and Ballona Creek may be considered.]

Deliverables:

- Two (2) hardcopies and two (2) electronic copies of a matrix of selection criteria (at minimum, include suitability as a BMP location, in terms of distance and depth to existing storm drain system, its existing uses (ballpark, picnic areas, etc.), existing drainage patterns on and offsite, extent of use and visibility, and accessibility), that clearly shows evaluation results for all suitable City-owned parks, and the park chosen for rain garden installation.
- One (1) electronic copy of address and latitude and longitude of site chosen for rain garden installation, in a format consistent with the GPS instruction provided through: <http://www.waterboards.ca.gov/funding/docs/grantinfo/gps.pdf>.

- 2.2 Prepare and submit for review and approval by City Contract Manager design plans, specifications, and construction schedule for the installation of a functional rain garden at the selected site, the construction of storage and conveyance system necessary to route the runoff from a nearby impervious surface to the rain garden, and the re-grading, lining of special media layers, and re-vegetation with native, site appropriate plants.

[Note: Proposals shall emphasize Applicant's expertise and experience in implementing similar BMP project(s).]. In addition, Proposals shall provide approximate dimensions for the rain garden, on which the cost estimates shall be based]

Deliverables:

- Two (2) hard copies of DRAFT design plans, specifications, and construction schedule for the installation of a functional rain garden at the selected site and the re-grading, lining of special media layers, and re-vegetation with native, site appropriate plants.
- Three (3) hard copies and two (2) sets of CDs of FINAL design plans, specifications, and construction schedule of rain garden installation.

- 2.3 Prepare and submit for review and approval by City Contract Manager design plans, specifications, and construction schedule for the installation of an interpretive sign at the selected site, which explains the goals, background, and funding source of the rain garden. The purpose of interpretive sign is to enhance student and visitor experiences by explaining the designs and objectives of rain gardens and vegetation associated with rain garden. The sign must include educational text, colorful photos, and maps or other illustrations where appropriate. The text must be suitable for the park's two main audiences – students and families. The sign should measure approximately 24" by 36" and mounted on a slight slant at an easy-to-read height. The sign should be printed on high quality vinyl using solvent based, weather resistant inks, protected with an ultraviolet resistant overlay. The backing plate and support posts should be fabricated from heavy gauge steel that has been powder coated.

[Note: Proposals shall provide approximate dimensions for the rain garden, on which the cost estimates shall be based.]

Deliverables:

- Two (2) hard copies of DRAFT design plans, specifications, and construction schedule for the installation of an rain garden interpretive sign.
- Three (3) hard copies and two (2) sets of CDs containing FINAL design plans, specifications, and construction schedule of interpretive sign installation.

- 2.4 Submit for signature a Notice to Proceed to the City Contract Manager.



Deliverable: Notice to Proceed.

- 2.5 Once Notice to Proceed has been signed by the City Contract Manager, install a functional rain garden, a storage and conveyance system necessary to route the runoff from nearby impervious surface to the rain garden, and an interpretive sign per the approved design plans, specifications, and schedule.

Deliverables: One (1) functional rain garden at the chosen location and at minimum, one (1) interpretive sign.

- 2.6 Conduct and submit pre-, during-, and post-installation photo documentation of rain garden installation, as part of the project assessment.

Deliverable: Attached to an appropriate invoice associated with rain garden construction, a compilation of pre-, during-, and post-installation photos of rain garden, with associated latitude and longitude.

- 2.7 Develop monitoring plan and conduct monitoring activities per section 6.2.1.
[Note: Proposals shall elaborate on the feasible monitoring method(s) to be used that will help estimate the annual load of pollutants removed by the rain garden.]

Deliverable: Same as deliverable under section 6.2.4

- 2.8 Develop and implement public education program per section 7.

Deliverables: Same as deliverables under section 7, that pertains to rain garden.

- 2.9 Develop and submit for review by City Contract Manager a draft Maintenance Plan and a draft Maintenance Manual for the rain garden and the storage and conveyance system necessary to route the runoff from nearby impervious surface to the rain garden, per section 5. Maintenance activities that can be readily accommodated within existing resources shall be emphasized. Submit for approval by City Contract Manager a final copy of the Maintenance Plan, which adequately incorporates review comments received.

Deliverables: Same as deliverables under section 5 that pertains to rain garden:

- 3 City Parks Best Management Practices Installation, Monitoring, and Education- Part II (rain garden, downspout disconnection, and cistern)*.

*All tasks must be closely consulted with City Department of Parks and Recreation staff/Manager and City Contract Manager, during the planning, design, construction, and monitoring phases, including but not limited to the dimensions and location of the rain garden, location, dimension and message of the interpretive sign, removal of existing vegetation, the choice of vegetation to be established, and construction schedule.

- 3.1 Select either a different City park (or a different location in the same City park as chosen for 2.3.1) for the installation of a functional rain garden, downspout disconnection, and underground cistern connected to an existing irrigation system and submit to the City Contract Manager for review and approval. The park and the locations of rain garden, downspout disconnection, and cistern will be selected based on suitability as a BMP location, in terms of distance and depth to existing storm drain system, its existing uses (ballpark, picnic areas, etc.), proximity to an impervious surface such as a parking lot from which runoff would drain to the rain garden, existing drainage patterns on and offsite, extent of use and visibility of chosen location, and accessibility (the location must be easily accessible for monitoring and long-term maintenance purposes);

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[Note: Proposals shall elaborate on the specific site selection criteria and potential issues that might be encountered during the site selection process and possible solutions. In addition, Proposals shall identify, based on preliminary evaluation of potential BMP sites, 2~3 potential locations for the rain garden, their approximate dimension, and the approximate area (sq. ft) that would be drained by the rain garden, and the reasons for the selected sites. If the Proposer's preliminary evaluation concludes that none of the City Parks are suitable as a functional rain garden (reasons must be documented in the Proposal), then alternatively, the stretch of grassy area behind the Culver City Julian Dixon Library (and adjacent to the Ballona Creek bike path) or the concrete area between City of Culver City Transfer Station and Ballona Creek may be considered.]

Deliverables:

- Two (2) hardcopies and two (2) electronic copies of a matrix of selection criteria (at minimum, include suitability as a BMP location, in terms of distance and depth to existing storm drain system, its existing uses (ballpark, picnic areas, etc.), existing drainage patterns on and offsite, extent of use and visibility, accessibility (the location must be easily accessible for monitoring and long-term maintenance purposes), that clearly shows evaluation results for all suitable City-owned parks, and the park chosen for rain garden installation.
- One (1) electronic copy of address(es) and latitude and longitude of site chosen for rain garden, roof downspout disconnect, and cistern installation, in a format consistent with the GPS instruction provided through: <http://www.waterboards.ca.gov/funding/docs/grantinfo/gps.pdf>.

- 3.2 Prepare and submit for review and approval by City Contract Manager design plans, specifications, and construction schedule for the installation of a functional rain garden at the selected site; the construction of storage and conveyance system necessary to route the runoff from nearby impervious surface to the rain garden, and the re-grading, lining of special media layers, and re-vegetation with native, site appropriate plants.

[Note: Proposals shall emphasize Applicant's expertise and experience in implementing similar BMP project(s). In addition, Proposals shall provide approximate dimensions for the rain garden, cistern, and downspout disconnect, on which the cost estimates shall be based.]

Deliverables:

- Two (2) hard copies of DRAFT and design plans, specifications, and construction schedule for the installation of a functional rain garden at the selected site, the construction of storage and conveyance system necessary to route the runoff from nearby impervious surface to the rain garden and the re-grading, lining of special media layers, and re-vegetation with native, site appropriate plants.
- Three (3) hard copies and two (2) sets of CDs containing FINAL design plans, specifications, and construction schedule of rain garden installation.

- 3.3 Prepare and submit for review and approval by City Contract Manager design plans, specifications, and construction schedule for the chosen parks for the installation of a functional downspout disconnection and an underground cistern to route roof runoff to an underground cistern for water storage and use or for a possible connection to an existing irrigation system.

[Note: Proposals shall emphasize Applicant's expertise and experience in implementing similar BMP project(s).]

Deliverables:

- Two (2) hard copies of DRAFT design plans, specifications, and construction schedule installation of roof downspout disconnection and an underground cistern.

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- Three (3) hard copies and two (2) sets of CDs containing FINAL design plans, specifications, and construction schedule of installation of roof downspout disconnection and an underground cistern.

- 3.4 Prepare and submit for review and approval by City Contract Manager design plans, specifications, and construction schedule for the installation of an interpretive sign at the selected site, which explains project (i.e. rain garden, downspout disconnection, and underground cistern) goals, description, and funding source. The purpose of interpretive signs are to enhance student and visitor experiences by explaining the designs and objectives of rain gardens and vegetation associated with rain garden. The sign must include educational text, colorful photos, and maps or other illustrations where appropriate. The text must be suitable for the park's two main audiences – students and families. The sign should measure approximately 24" by 36" and mounted on a slight slant at an easy-to-read height. The sign should be printed on high quality vinyl using solvent based, weather resistant inks, protected with an ultraviolet resistant overlay. The backing plate and support posts should be fabricated from heavy gauge steel that has been powder coated.

Deliverables:

- Two (2) hard copies of DRAFT design plans, specifications, and construction schedule for the installation of an rain garden interpretive sign.
- Three (3) hard copies and two (2) sets of CDs containing FINAL design plans, specifications, and construction schedule of interpretive sign installation.

- 3.5. Submit for signature a Notice to Proceed to the City Contract Manager.

Deliverable: Notice to Proceed.

- 3.6 Once Notice to Proceed has been signed by the City Contract Manager, install a functional rain garden, a storage and conveyance system necessary to route the runoff from nearby impervious surface to the rain garden, interpretive sign, downspout disconnection, and underground cistern system per the approved design plans and specifications.

Deliverables: one (1) rain garden, one (1) downspout disconnection, and one (1) underground cistern at the chosen location.

- 3.7 Conduct pre, during, and post-installation photo documentation, as part of the project assessment.

Deliverable: Attached to an appropriate invoice associated with rain garden, downspout disconnection, and underground cistern construction, a compilation of pre-, during-, and post-insert installation photos of rain garden, downspout disconnection, and underground cistern, with associated latitudes and longitudes.

- 3.8 Develop and implement monitoring program, per section 6.2.1.

[Note: Proposals shall elaborate on the feasible monitoring method(s) to be used that will help estimate the annual load of pollutants removed by the rain garden, cistern, and downspout disconnection.]

Deliverable: Same as deliverable under section 6.2.4

- 3.9 Develop and implement public education program per section 7.

Deliverables: Same as deliverables under section 7, that pertains to rain garden, downspout disconnection, and cistern.



- 3.10 Develop and submit for review by City Contract Manager a draft Maintenance Plan and a draft Maintenance Manual for rain garden, storage and conveyance system necessary to route the runoff from nearby impervious surface to the rain garden, downspout disconnection, and cistern, per section 5. Maintenance activities that can be readily accommodated within existing resources shall be emphasized. Submit for approval by City Contract Manager a final copy of the Maintenance Plan, which adequately incorporates review comments received.

Deliverables: Same as deliverables under section 5 that pertains to rain garden, downspout disconnection, and cistern:

- 3.11 Develop and submit for review and comment by City Contract Manager a draft PowerPoint presentation to train City Parks and Recreation staff regarding maintenance activities associated with the rain gardens, cistern, and downspout disconnection. Submit a final PowerPoint presentation, which incorporates comments from the City Contract Manager. Provide at minimum one (1) training for City Parks and Recreation staff and management.

Deliverables

- One (1) set of CD of draft PowerPoint presentation to be used for City Parks and Recreation staff training;
- One (1) set of CD of final PowerPoint presentation to be used for City Parks and Recreation staff training;
- One (1) copy of sign-in sheet, including date/location of training and names and titles of attendees.

4 Low-flow, High-pressurized Water Brooms

- 4.1 Establish a marketing plan targeting local commercial businesses for the distribution and use of high-pressurized, low-flow water brooms to promote water conservation and to eliminate nuisance flow from hosing down of parking lots, driveways, and sidewalks. Consult for "lessons learned" with neighboring cities, such as Santa Monica and West Hollywood that have established an outreach program for low-flow, high-pressurized water brooms. ***[Note: Proposals shall discuss essential elements of a marketing plan and basic marketing approach. In addition, Proposals shall emphasize Applicant's expertise and experience in implementing similar BMP project(s).]***

Deliverables:

- Two (2) hard copies and one (1) electronic copy of the DRAFT marketing plan for water brooms.
- Three (3) hard copies and two (2) sets of CDs containing FINAL marketing plan for water brooms.

- 4.2 Select and submit to City Contract Manager a list of a minimum of five hundred (500) businesses (names and addresses) in Culver City, including restaurants, nurseries, gas stations, and commercial parking lots, that will participate in the program and receive water brooms. Businesses or facilities with potential significant outdoor activities or storage, and/or those with documented past nuisance flow complaints should be included. Preference shall be given to those located on major thoroughfares within the City.

Deliverables:

- Two (2) hard copies and one (1) electronic copy of the list of selected businesses, addresses, latitude and longitude information, phone numbers, and contact name, in a format consistent with the GPS instruction provided through: <http://www.waterboards.ca.gov/funding/docs/grantinfo/gps.pdf>.



- 4.3 Research and purchase a minimum of 500 high-pressurized, low-flow water brooms. The total cost and the efficiency of the brooms should be at least equivalent to Watermiser brooms designed for commercial use [Note that the Metropolitan Water District offers a rebate to Southern California businesses for the purchase of Watermiser water brooms, which could result in significant cost savings. For additional information, refer to http://www.watermiser.com/html/rebate_offer.html.]

Deliverables:

- Two (2) hardcopies of brochures and web links for each water broom researched and a matrix of evaluation (ranking) criteria clearly showing why a certain water broom was chosen.
- 4.4 Design stickers for brooms that acknowledge that the purchase was made possible through a Proposition 50 grant through SWRCB/SMBRC. Submit a draft design to City Contract Manager, followed by a final design that incorporates comments from City Contract Manager. Apply the stickers (see section 4.1) to the brooms and distribute the brooms to a minimum of 500 selected businesses.

Deliverables:

- Two (2) hard copies and one (1) electronic copy of the DRAFT sticker design.
 - Two (2) hard copies and one (1) electronic copy of the FINAL sticker design.
 - Digital photos (including close-ups) showing 500 water brooms with stickers applied.
 - Two (2) hard copies and one (1) electronic copy of the list of selected businesses, addresses, phone numbers, and initials of individuals receiving the brooms.
- 4.5 Prepare and submit for review and comment by City Contract Manager draft bilingual educational materials. Submit final bilingual education materials for approval by City Contract Manager. Conduct door-to-door education and disseminate bilingual education materials (see section 4.1) to introduce the water conservation program to the selected businesses. **[Note: Proposals shall highlight an effective outreach method that will help ensure consistent and regular use of water brooms by businesses.]**

Deliverables:

- Two (2) hard copies and one (1) electronic copy of the DRAFT bilingual educational materials.
 - Two (2) hard copies and one (1) electronic copy of the FINAL bilingual educational materials.
 - Two (2) hard copies and one (1) electronic copy of the education materials disseminated and list of selected businesses, addresses, phone numbers, and initials of individuals who received education.
- 4.6 Conduct at minimum one (1) follow up meeting with and obtain feedback from all of the selected businesses to ensure that water brooms are being used properly. **[Note: Proposals shall highlight the elements of an effective follow-up outreach method that will help ensure consistent and regular use of water brooms by businesses.]**

Deliverables:

- Two (2) hard copies and one (1) electronic copy of any education materials disseminated.
- Two (2) hard copies and one (1) electronic copy of checklist of site visits, indicating the date of visit, addresses and names of the businesses visited, and feedback from businesses regarding their regular use of brooms and any problems they have encountered in using the brooms.



5. Project Maintenance. In consultation with City's Departments of Parks & Recreation and Public Works staff, prepare and submit for review and approval by City Contract Manager separate maintenance plans as well as maintenance manuals (detailed "how-to" guide with photos and drawings), emphasizing maintenance activities that can be readily accommodated within existing resources, for the following components:

Full capture catch basin inserts and associated interpretive signs- Include appropriate frequency and procedures for properly cleaning out the catch basin insert system (to prevent clogging and flooding) and for repairing and replacing necessary parts.

Deliverables

- Two (2) hard copies of DRAFT Maintenance Plan and Maintenance Manual for catch basin inserts.
- Three (3) hard copies and two (2) sets of CDs of FINAL Maintenance Plan and Maintenance Manual for catch basin inserts.

Rain gardens, roof downspout disconnect, cistern, and associated interpretive signs—Include appropriate frequency and procedures for properly managing, repairing, and/or replacing vegetation, filter media, filter fabric, overflow pipe, and other necessary materials.

Deliverables: :

- Two (2) hard copies of DRAFT Maintenance Plan and Maintenance Manual for rain garden, roof downspout disconnect, and cistern.
- Three (3) hard copies and two (2) sets of CDs of FINAL Maintenance Plan and Maintenance Manual for rain garden, roof downspout disconnect, and cistern.

Optimized irrigation system and associated interpretive signs—In consultation with City Department of Parks and Recreation staff, include appropriate frequency and procedures for properly managing, repairing, and/or replacing necessary parts and materials.

[Note: Proposals shall emphasize Applicant's expertise and experience in developing maintenance plans for structural BMPs.]

Deliverables: :

- Two (2) hard copies of DRAFT Maintenance Plan and Maintenance Manual for rain garden, roof downspout disconnect, and cistern.
- Three (3) hard copies and two (2) sets of CDs of FINAL Maintenance Plan and Maintenance Manual for rain garden, roof downspout disconnect, and cistern.

- 6 Project Assessment and Evaluation

- 6.1 Project Assessment and Evaluation Plan (PAEP, aka Project Monitoring and Performance Plan)

- 6.1.1 Prior to implementation of monitoring and performance assessment and/or evaluation actions, develop and submit a completed PAEP for review and approval by the City Contract Manager. [[Guidance for preparing the PAEP is available at <http://www.waterboards.ca.gov/funding/paep.html>.] PAEP must detail the methods of measuring and reporting Project benefits. [This project includes multiple activities that will require measurement of several parameters to evaluate Project performance, in terms of pollutant concentration/load reductions, including projected annual load reductions.

[Note: Proposals shall emphasize Applicant's expertise and experience in developing PAEP or similar plans.]

Deliverables:



- One (1) hard copy and one (1) electronic copy of DRAFT PAEP, consistent with the instruction provided under <http://www.waterboards.ca.gov/funding/paep.html>.
- Two (2) hard copies and two (2) sets of CDs of FINAL PAEP, consistent with the instruction provided under <http://www.waterboards.ca.gov/funding/paep.html>.

6.1.2 Implement the approved PAEP

6.2 Monitoring Plan (MP) and Quality Assurance Project Plan (QAPP)

6.2.1 Develop and submit for approval by City Contract Manager a Monitoring Plan (MP) that:

- Is consistent with the Sample Monitoring Plan provided under: http://www.waterboards.ca.gov/funding/docs/grantinfo/monitoring_plan.pdf.
- Details the monitoring method(s) and the specific physical and chemical parameters of water quality to be assessed at the inlet and outlet of the two rain gardens for minimum of three storm events;
- Details the method for estimating pollutant load reduction anticipated on an annual basis from the two (2) rain gardens.
- Includes visual observations, photo documentation, and other methods necessary to generate average or representative estimates of trash collected by the 672 catch basin inserts, some of which could have otherwise ended up in Ballona Creek or Oxford Basin.
- Includes visual observations and photo documentation (pre-, during, and post-installation) for a minimum of three months for the 50 trash and 45 recycling bins purchased and installed in high trash generating areas, to generate estimates of trash collected that could have otherwise ended up in the streets or catch basins.
- Includes visual observations, photo documentations (pre-, during, and post-installation), and other methods (such as field observations, personnel interviews, and review of City's water bills) necessary to document and estimate water usage reduction from the installation of optimized irrigation at 9 City Parks and Recreation Centers.
- Details methods to assess physical and chemical parameters of pollutants in typical nuisance runoff and estimates of annual reductions in runoff volume and pollutant loads prevented or reduced by the use of low-flow, high-pressurized water brooms.
- Complies and is consistent with the requirements in Page 9 of the Agricultural Water Quality Grant Program Guidelines (adopted on August 26, 2004 by the State Water Resources Control Board).
- Describes the monitoring objectives, types of constituents to be monitored, sampling locations, access points, safety tips, and frequency/schedule for each monitoring activities.

[Note: Proposals shall emphasize Applicant's expertise and experience in developing MP or similar plans. To the extent possible, Proposals shall elaborate on the specific monitoring methods to be used to quantify measurable reductions in pollutant loads achieved through the BMP installation.]

Deliverables:

- Two (2) hard copy and one (1) electronic copy of DRAFT MP
- Three (3) hard copies and two (2) sets of CDs of FINAL MP.

6.2.2 Concurrent with the MP, develop and submit for review and approval by City Contract Manager and Los Angeles Regional Water Quality Control Board's or SWRCB's Quality Assurance Officer a Quality Assurance Project Plan (QAPP) in accordance with the



SWRCB's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, and the USEPA QAPP, EPA AQ/R5 3/01. [Note: QAPP applies to the physical, chemical, and biological monitoring of any surface water. Electronic submittal of data collected in accordance of SWAMP is required. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. Guidelines, checklist, and a template for preparing the QAPP are available through <http://www.waterboards.ca.gov/funding/grantinfo.html#forms>.

[Note: Proposals shall emphasize Applicant's expertise and experience in developing QAPP or similar plans.]

Deliverables:

- Two (2) hard copy and one (1) electronic copy of DRAFT QAPP, consistent with relevant information provided through <http://www.waterboards.ca.gov/funding/grantinfo.html#forms>.
- Three (3) hard copies and two (2) sets of CDs of FINAL QAPP, consistent with relevant information provided through <http://www.waterboards.ca.gov/funding/grantinfo.html#forms>.

- 6.2.3 Implement the approved MP and QAPP [note; No monitoring may occur prior to MP and QAPP approval]. Monitoring work should preferably be conducted by or in partnership with a local environmental organization.
- 6.2.4 Submit for review and comment by the City Contract Manager, a summary of water quality and other monitoring results, as part of the draft and final project report. At minimum, the monitoring summary shall include the following:

Trash and recycling bins

- Evaluation, consisting of visual observations and photo documentation, for a minimum of 3 months to generate averaged estimates of trash collected that could have otherwise ended up in the streets or catch basins.
- Narrative description of field (visual) observations of street conditions and trash collected in bins,
- Photos (pre- and post-installation) of trash in and around trash and recycling bin areas,
- Monthly and annual quantitative estimates of trash collected by the 50 trash and 45 recycling receptacles;

Full capture catch basin inserts

- Evaluation of baseline annual collection of trash from 672 catch basin before insert installation.
- Evaluation of annual increase in trash collected after insert installation.
- Narrative description of field (visual) observations of inserts and conditions along Ballona Creek.
- Photos of trash near storm drain outlet into Ballona Creek, immediate after storm event, before and after insert installation
- Presentation of baseline data and an evaluation of load (i.e. into Ballona Creek) reductions in light of baseline data, and
- Description of rationale, calculation method and monthly as well as annual quantitative estimates of trash collected by the 672 catch basin inserts, and an estimate of the annual amount that could have otherwise entered Ballona Creek.

Rain Gardens

- Evaluation of 3 or more qualifying storm events (i.e. producing sufficient runoff volume for sampling and analysis) of rain gardens monitoring results,

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- Narrative description of visual observations,
- Compilation of raw data as well as quantitative and qualitative analyses (including reductions in concentrations and loads for the sampled storm events) of the physical and chemical parameters of water quality at the inlet and outlet of the rain gardens for minimum of three storm events;
- Quantitative estimates of annual pollutant load reductions achieved by the rain gardens, roof rain disconnect, and cistern;

Optimized Irrigation at 9 City Parks and Recreation Center

- Description of rationale, calculation/estimation method, and estimates (e.g. based on observations, interviews, and review of City's water bills, etc) of water usage reduction from the installation of optimized irrigation at 9 City Parks and Recreation Centers.

Low-flow, high-pressurized water brooms

- Evaluation of baseline monitoring (i.e. physical and chemical parameters) of pollutants in typical nuisance runoff generated from the kinds of establishments where low-flow, high-pressurized water brooms were distributed.
- Description of rationale, calculation/estimation method, and estimates of annual reductions in runoff volume and pollutant loads achieved by the use of low-flow, high-pressurized water brooms.

Deliverables:

- Two (2) hard copies and two (2) electronic copies of DRAFT monitoring summary
- Two (2) hard copies and two (2) sets of CDs of FINAL monitoring summary.

7 Public Outreach

- 7.1 Prepare and submit for review and approval by the City Contract Manager draft copies of press releases in appropriate format for the types of media outlet targeted. Submit final copies of press releases, which adequately incorporates review comments of City Contract Manager. Conduct press releases at the beginning and completion of the project through appropriate local media outlet, such as newspaper, radio and TV news. **[Note: Proposals shall discuss the overall approach, specific types of media outlet (i.e. newspaper, radio, and TV news) to be targeted for press releases, and the relative effectiveness of the chosen media outlet(s). In addition, Proposals shall emphasize Applicant's expertise and experience in implementing press releases for BMP projects.]**

Deliverables:

- Two (2) hard copies and 1 electronic copy of draft press releases, articles, brochures and/or newsletters.
- Three (3) hard copies and 2 sets of CDs of FINAL press releases, articles, brochures and/or newsletters.
- Date, time and list of local media outlets to which press releases were issued.
- One (1) copy of each press release actually distributed by specific local media outlet.
- Written estimation of the size of audience reached by the press releases, and rationale for estimation.

- 7.2 Prepare and submit for review and approval by the City Contract Manager draft written concept to feature project highlights on City website, including a concise narrative description of project goals, photos of BMPs and public tours, construction schedule, and summary of available monitoring results, presented in a public-friendly format. The written concept shall include an interactive students page that engages school-aged children of pollution prevention concepts and age-appropriate, voluntary actions that can lead to pollution reduction. Submit a written



project highlight, which adequately incorporates comments from City Contract Manager, in webpage layout format. Collaborate with City webmaster on webpage layout and to incorporate project highlights, including an interactive kids' page/corner into the City's website. The specific webpage should incorporate a feature to track number of visitors to the webpage..

[Note: Proposals shall discuss the overall approach as well as ideas for the interactive kid's page.]

Deliverables:

- Two (2) hard copies and one (1) electronic copy of draft written concept to feature project highlights on City website, including concise narrative description of project goals, photos of BMPs and public tours, construction schedule, and summary of available monitoring results, presented in a public-friendly format.
- Three (3) hard copies and 2 sets of CDs of written project highlight, which adequately incorporates comments from City Contract Manager, in webpage layout format.
- Two (2) print outs of applicable webpage highlighting BMP project from updated City of Culver City website.
- A functional webpage in City of Culver City's website that clearly communicates the BMP project goals and status.

- 7.3 Prepare and submit for review and approval by City Contract Manager article(s) highlighting the project for City publications, including *Culver City Living*, to be mailed to all businesses and residents within the City. Submit to City Contract Manager final copies of articles that adequately incorporate review comments of City Contract Manager.

Deliverables:

- Two (2) hard copies and one (1) electronic copy of draft press releases, articles, brochures and/or newsletters.
- Three (3) hard copies and 2 sets of CDs of FINAL press releases, articles, brochures and/or newsletters.

- 7.4 Install interpretive sign on or near BMPs.

Deliverables:

- Full capture catch basin inserts- number and dimensions of interpretive signs to be negotiated during the contracting process.
- For rain gardens, roof downspout disconnect, and cistern- an interpretive sign, consistent with sections 2.3 and 3.4.
- For trash and recycling bins- sticker or stenciling (with a message that purchase was made possible through Proposition 50 grant funding from SWRCB/SMBRC)
- For optimized irrigation- to be negotiated during contracting process.
- For low-flow, high-pressurized water brooms, stickers (with a message that purchase was made possible through Proposition 50 grant funding from SWRCB/SMBRC) on each broom.

- 7.5 Prepare and submit for review and approval by City Contract Manager written BMP tour concepts, an approach for marketing BMP tours to reach and secure desired segment of population and size of participants (at minimum, one tour for students and two tours for the general public), tour schedules, appropriate BMP education/ outreach brochures, and an appropriate parental permission slip for student tour. The purpose of the BMP tours is to raise public awareness of storm water pollution and specific pollution prevention projects implemented within the City. Ideally, the public education tours should be conducted in partnership with a local environmental organization experienced in public outreach and local water quality issues.

[Note: Proposals shall discuss the targeted population segment and a range for the size of tours (i.e. # of participants each tour would accommodate). Also, in case a student



tour is not feasible, an equivalent outreach, consisting of a public presentation and distribution of education materials, through a school assembly may be a feasible substitute. Proposals shall emphasize Applicant's expertise and experience in implementing public tours showcasing demonstration BMPs.]

Deliverables:

- Two (2) hard copies and one (1) electronic copy of DRAFT BMP tour concepts, marketing approach, tour schedules, and parental permission slip.
- Three (3) hard copies and two (2) sets of CDs of FINAL BMP tour concepts, marketing approach, tour schedules, and parental permission slip.

- 7.6 Conduct, at minimum, one tour for students and two tours for the general public. Make all necessary arrangements, including but not limited to transportation (if necessary), safety instructions, and written permission for taking pictures of participants during tours, which may appear in publications.

Deliverables:

- Two (2) hardcopies and one (1) electronic copy of dates of tours and list of names, addresses, and age of tour participants.
- Photos of each tour including BMP location, BMP, and tour participants.

- 7.7 Prepare and submit for review by City Contract Manager a draft PowerPoint presentation to be given at national and regional environmental conferences, regarding the project background, goals, construction and monitoring results, and evaluation of project success. Submit for approval by City Contract Manager a final PowerPoint presentation that adequately incorporates review comments of City Contract Manager. ***[Note: Proposals shall emphasize Applicant's expertise and experience in conducting BMP presentation at regional and national conferences.]***

Deliverables:

- 1 electronic copy of DRAFT PowerPoint presentation (20-40 slides) highlighting project background, goals, BMP installation, monitoring results, and evaluation of project success and lessons learned.
- 2 sets of CDs of FINAL PowerPoint presentation (20-40 slides) highlighting project background, goals, BMP installation, monitoring results, and evaluation of project success and lessons learned.

8. GPS Coordinates for Trash and Recycling Receptacle Locations

Using the list (provided by the City's Environmental Programs Division) of addresses of about 50 to 100 locations chosen for placement of trash and recycling receptacles, provide a list of GPS coordinates for all chosen locations. Submit the GPS list to the City Contract Manager for review and approval.

Deliverables:

- Three (3) hard copies of list of latitudes and longitudes for about 50-100 chosen locations, in a format consistent with the GPS instruction provided under <http://www.waterboards.ca.gov/funding/docs/grantinfo/gps.pdf>.
- Three (3) hard copies of color-coded map (11"x17" or larger) illustrating locations of about 50-100 locations chosen for placement of trash and recycling receptacles.
- Two (2) sets of CDs containing a map and list of latitudes and longitudes for about 50-100 chosen locations, in a format consistent with the GPS instruction provided through: <http://www.waterboards.ca.gov/funding/docs/grantinfo/gps.pdf>.

9. Draft and Final Project Reports

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- 9.1 Prepare and submit to City Contract Manager for review and comment a draft Project Report that includes the results of the work listed above, that is consistent with the outline provided under http://www.waterboards.ca.gov/funding/docs/grantinfo/final_rpt.pdf. In addition to the requirements listed in Exhibit A (i.e. PAEP), the Project Report shall include, but not limited to, the following narrative sections:

Deliverables: 2 hard copies and 2 sets of CDs of electronic copies of the DRAFT Project Report.

- 9.1.1 A summary of the Project, describing Project purpose, scope and goals, activities completed, techniques used and partners involved.
- 9.1.2 A report of all management practices or management measures implemented, together with their corresponding locations. The report shall be in a format that enables the City Contract Manager to find the physical location of each implemented practice or measure in a quick and efficient manner. Acceptable formats include, but are not limited to:
- Map of locations – The map of practices or measures implemented shall consist of dots placed on a USGS 7.5-minute quadrangle map at the implementation location. Lead lines shall be connected to a text box description of the practice or measure. The dots shall have a small enough diameter to enable the City Contract Manager to locate the measure or practice within a 50-foot radius.
 - Project coding system – The project coding system shall explain the product coding used to describe each implemented practice or measure, together with its corresponding latitude and longitude.
- 9.1.3 Description of project performance, including benefits, successes and shortcomings, consistent with the PAEP. Enumerate specific quantifiable environmental changes and results of the project. As appropriate, include 1) behavioral results such as the amount of management practices or measures implemented, 2) estimates or measurements of the amount of pollutants prevented from reaching surface or ground water, and 3) documented changes in water quality based on monitoring.
- 9.1.4 Any additional steps necessary to achieve the purposes of the local watershed management.
- 9.1.5 Information collected in accordance with the PAEP, including a determination of the effectiveness of the Best Management Practices (BMPs) or management measures implemented as part of the Project in preventing or reducing nonpoint source pollution
- 9.1.6 Lessons learned in carrying out the project. Describe what worked and what did not work, and how similar efforts could be utilized within the Project area, as well as in other watersheds.
- 9.1.7 Description of the extent of outreach that has been conducted and if there are plans to further promote the results of the project to achieve additional implementation.
- 9.1.8 Description of the project's funding. Include the projected cost and actual cost of the project, how much of the grant funds were spent, and how much funding was put into the project from sources other than Prop 50. Identify funding sources that have been "leveraged" by the Project and plans for funding future activities.



- 9.1.9 Identification of planned or potential follow-up activities, including additional monitoring to assess project effectiveness and additional steps necessary to achieve the water quality objectives, Total Maximum Daily Loads (TMDL) or local watershed plans.
- 9.1.10 Identification of additional reports that will be submitted after term of the agreement that describe follow up activities.
- 9.1.11 A list of items submitted as deliverables.
- 9.2 Prepare and submit for acceptance by City Contract Manager a final Project Report that adequately addresses comments made by City Contract Manager on the draft Project Report.

Deliverable: Two (2) reproducible masters and three (3) copies of the FINAL Project Report.

- 10. National Resource Project Inventory Project. Complete a National Resource Project Inventory Form, on behalf of the project, in a manner consistent with the instructions provided under "NRPI Form" hyperlink under <http://www.waterboards.ca.gov/funding/grantinfo.html#forms>.

Deliverable: Completed National Resource Project Inventory Form

City of Culver City, California
City Council Agenda Item Report

Meeting Date: 10/10/05		Item Number: C-4	
AGENDA ITEM: Consideration of the City Council to Approve Resolution R_____ Accepting Grant Funds from the State Water Resources Control Board for the Culver City Citywide BMP Treatment "Train" Project			
Contact Person: Cathy Chang/PW		Phone Number: (310) 253-5619	
Fiscal Impact: Yes ☒ No ☐		General Fund: Yes ☒ No ☐	
Public Hearing: ☐		Action Item: ☒ Attachments: ☒	
Public Notification: Santa Monica Bay Restoration Commission by e-mail on October 5, 2005 and Master Notification List on October 5, 2005			
Department Approval: Charles D. Herbertson 9/29/05		CAO Approval: Scott Bixby for Jerry Fulwood 10/4/05	
City Controller: Mary Noller for Marlee Chang 10/4/05			

RECOMMENDATION:

Staff recommends that Council approve Resolution R_____ accepting reimbursable grant funds from the State Water Resources Control Board for the Culver City Citywide Best Management Practice (BMP) Treatment Train Project.

BACKGROUND:

In 2002, California voters approved Proposition 50 – "*Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002*". This bond measure provides over \$3 billion for water supply and water quality protection programs throughout the state. Within Proposition 50 (Chapter 5), \$20 million (of which \$18 million is currently available) is specifically earmarked for restoration and protection of Santa Monica Bay, in accordance with the goals and priorities of the Santa Monica Bay Restoration Plan (SMBRP).

The SMBRP is a comprehensive blue print for restoring and protecting the Santa Monica Bay. The SMBRP contains over 250 actions, the goals of which include:

- To reduce pollutant loadings and prevent degradation of the water quality of Santa Monica Bay;
- To reduce human health risks associated with swimming in or harvesting seafood from the Bay; and
- To restore, rehabilitate, and protect the marine ecosystem, living resources and biodiversity of the Bay and its watersheds.

City of Culver City, California
City Council Agenda Item Report

Proposition 50 grant funds

The Proposition 50 bond funds are being distributed through a competitive application process. In December 2004, Santa Monica Bay Restoration Commission (SMBRC) solicited pre-proposals for innovative, cost-effective projects that will lead to the enhancement and restoration of Santa Monica Bay. On January 31, 2005, a pre-proposal was submitted to the SMBRC. Of approximately 40 pre-proposals received, the SMBRC chose 28 (including Culver City) for further consideration and requested the submission of a final proposal. On August 18, 2005, the SMBRC governing board approved a list of 17 submitted projects, for a total award of \$16,228,658. *Culver City's proposal was approved for a total grant amount of \$1,252,660.*

The grant provides an excellent opportunity for the City to fulfill the Long Range Goals for Future Rehabilitation of La Ballona Creek, adopted by the City Council in 1999, as well as its requirements under the federal and state surface water quality regulations, such as the National Pollutant Discharge Elimination System (NPDES) and Total Maximum Daily Loads (TMDLs).

Ballona Creek

Most of the urban runoff (including storm water) and associated pollutant loads from the City of Culver City enter Ballona Creek, which is officially listed and recognized by the state and federal environmental agencies as being impaired due to trash, bacteria, metals and toxics (Estuary portion only). Approximately 25% of the total pollutant load entering Santa Monica Bay can be attributed to storm water and urban runoff from Ballona Creek. Dry weather flow from the creek is approximately 6 million to 23 million gallons per day. During a storm event, as much as 2 billion gallons of polluted runoff can be discharged to the Bay. Tremendous quantities of trash and debris are washed into the creek channel and flow into the Bay, particularly after a major storm. The creek often has an oily sheen due to oil-contaminated runoff and the presence of natural oil seeps in the watershed.

Consistent with the requirements under the Clean Water Act, the Los Angeles Regional Water Quality Control Board, in conjunction with the US Environmental Protection Agency, adopted TMDLs, which limit the amount of pollution that may enter each impaired waterbody. Currently, Ballona Creek has TMDLs for trash, metals, and toxics (Estuary portion only). A bacteria TMDL for Ballona Creek is expected to be adopted by 2006. All of the TMDLs have strict numerical water quality limits and compliance deadlines. Responsible agencies in the Ballona Creek Watershed, including the County of Los Angeles, Caltrans, and the Cities of Los Angeles, Culver City, West Hollywood, Beverly Hills, and Inglewood, are

City of Culver City, California
City Council Agenda Item Report

collaborating on joint long-term strategies to comply with the TMDLs. Cost commitments of millions of dollars are expected from each agency over the next decade. To help address the trash TMDL for Ballona Creek, the City of Culver City, through a Proposition 12 grant (\$335,820), constructed a structural solution known as Continuous Deflective Separation (CDS) system in 2004, to capture trash, debris and sediments in its urban runoff. The system is currently being evaluated for its effectiveness.

DISCUSSION

A proposal was submitted to help implement a comprehensive strategy that will directly lead to an improvement in the quality of the runoff from the City of Culver City to the Creek. The main goals of the proposed project consist of:

- completely eliminating the trash entering Ballona Creek through the City's storm drain system;
- measurably decreasing the runoff volume and pollutant loads from critical sector businesses;
- implementing innovative demonstration projects on city properties and conduct public outreach activities in order to create an impetus and increased awareness and interest among residents and businesses for continued and sustained pollution prevention in the City;
- measuring success of the project through effective monitoring.

In summary, this grant will help fund both structural treatment BMPs as well as source control measures, which, collectively, are referred to in the grant proposal as the "City-wide BMP treatment train". Included in the project proposed are green roofs (among the first in Southern California), downspout disconnect and a cistern for water reuse, innovative catch basin filter inserts, optimized irrigation for parks, schools, and recreation centers, additional trash and recycling receptacles for high trash generating locations, and high pressurized, low volume water brooms for critical sector businesses. Additional details are provided in the attachment *Project Summary*.

Much of the design, planning, and construction work will be performed through a contractor(s) to be hired through the City bid process. Culver City plans to collaborate with the Santa Monica Baykeeper for the sampling and monitoring of the water quality to establish the effectiveness of each BMP as well as the overall effect of the BMP treatment train on the City's runoff. The project, including monitoring activities, must be completed by June 2008, to be eligible for reimbursement.

City of Culver City, California
City Council Agenda Item Report

FISCAL ANALYSIS:

Total grant amount approved is \$1,252,660. Culver City proposed a match in the amount of \$313,165 (or approximately 20%, as required by Proposition 50) in the form of in-kind services (staff time), which has already been incorporated into the planned fiscal budget. The maintenance cost is uncertain but is expected not to exceed \$60,000 per year, and will be paid for by the Stormwater Discharge Program/NPDES Project, P-497. Both the grant and the maintenance costs are necessary to help Culver City comply with the NPDES and TMDL requirements.

In addition to reducing the burden on the City's budget imposed by various storm water and TMDL requirements, this grant results in direct savings of \$58,000 and \$65,000 for the Sanitation Division and Parks Division, respectively, by paying for activities and materials essential for their operations such as additional trash and recycling receptacles and improvements in the irrigation system at selected public facilities.

ATTACHMENTS:

- Project summary
- Resolution R- for signature

MOTIONS:

That the City Council:

- 1) Adopt Resolution R approving the grant application request of \$1,252,660 for the Proposition 50 Grant for the Culver City City-wide BMP Treatment Train Project; and
- 2) Authorize and direct the Chief Administrative Officer, or designee, as agent of the City of Culver City to execute and submit all documents which may be necessary for the completion of the grant application and award process

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RESOLUTION NO. 2006-R 066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, AMENDING RESOLUTION 2005-R068, WHICH ACCEPTS THE TERMS AND CONDITIONS OF THE GRANT AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD TO RECEIVE GRANT FUNDING FOR THE CULVER CITY CITY-WIDE BMP TREATMENT TRAIN PROJECT.

WHEREAS, The State Water Resources Control Board has provided funding to the Santa Monica Bay Restoration Commission (SMBRC) through the passage of Proposition 50 (Chapter 5), the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 for restoration of Santa Monica Bay in accordance with the goals and priorities of the Santa Monica Bay Restoration Plan; and

WHEREAS, The City of Culver City was approved for an \$1,252,600 grant to implement the Culver City City-wide BMP Treatment Train Project; and

WHEREAS, all grant funds will be administered through a grant agreement with the State Water Resources Control Board.

NOW, THEREFORE, the City Council of the City of Culver City, DOES HEREBY RESOLVE as follows:

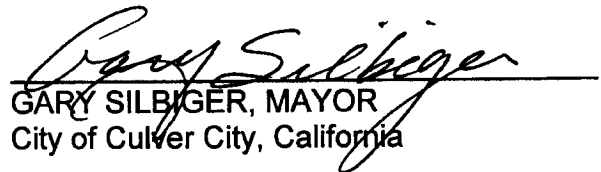
1. Adopt the Resolution approving the receipt of grant funds from the State Water Resources Control Board for the implementation of the Culver City City-wide BMP Treatment Train Project approved by the Santa Monica Bay Restoration Commission.

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...

2. Authorize and Direct the City Manager, or designee, as agent of the City of Culver City to execute, submit, and amend all documents, which may be necessary for the completion of the grant award process.

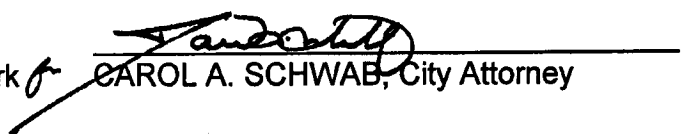
APPROVED and ADOPTED this 25th day of September 2006.


GARY SILBIGER, MAYOR
City of Culver City, California

ATTEST:

APPROVED AS TO FORM:


CHRISTOPHER ARMENTA, City Clerk


CAROL A. SCHWAB, City Attorney

A06-00567

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF CULVER CITY) SS

I, Ela Valladares, Deputy City Clerk of the City of Culver City, California, do hereby certify that the foregoing Resolution No. 2006-R066 was duly and regularly adopted, passed, and approved by the City Council of the City of Culver City, California, at a regular meeting of said City Council held at the regular meeting place thereof, on the 25th day of September, 2006, by the following Councilmember vote:

AYES: Corlin, Malsin, Gross, Rose, Silbiger
NOES: None
ABSTAIN: None
ABSENT: None

Dated this 28th day of September, 2006



Ela Valladares
Deputy City Clerk and Ex-Officio Clerk of the City Council
City of Culver City, State of California

City of Culver City, California
City Council Agenda Item Report

Meeting Date: 9/25/06		Item Number: _____	
AGENDA ITEM: Consideration of the City Council to Adopt Resolution R____, Amending Resolution No. 2005-R068, Adopted by the City Council on October 10th, 2005, Accepting Grant Funds from the State Water Resources Control Board for the Culver City Citywide BMP Treatment "Train" Project			
Contact Person: Cathy Chang/PW		Phone Number: (310) 253-5619	
Fiscal Impact: Yes ☐ No ☒		General Fund: Yes ☐ No ☒	
Public Hearing: ☐		Action Item: ☐ Attachments: ☒	
Public Notification: Santa Monica Bay Restoration Commission and State Water Resources Control Board by e-mail on September 7, 2006.			
Department Approval: Charles D. Herbertson		City Manager Approval:	
9/6/06			
City Controller:			

RECOMMENDATION:

Staff recommends that the Council approve Resolution R____, which amends existing Resolution No. 2005-R068, previously adopted by the Council on October 10, 2005, to accept reimbursable grant funds from the State Water Resources Control Board for the Culver City Citywide Best Management Practice (BMP) Treatment Train Project.

BACKGROUND:

On October 10, 2005, the City Council approved Resolution No. 2005-R068, accepting reimbursable grant funds from the State Water Resources Control Board for the Culver City Citywide Best Management Practice (BMP) Treatment Train Project. Staff has been working with the State Water Resources Control Board (SWRCB) staff to finalize the scope of work, which is necessary to complete and enter into the contract with the SWRCB for the above award.

Prior to finalizing the contract, the SWRCB has indicated that several minor amendments to the existing Resolution No. 2005-R068 are necessary, as follows:

- Change 'authorize and direct the Chief Administrative Officer, or designee, as agent of the City of Culver City to execute and submit all documents which may be necessary for the completion of the grant award process' to 'authorize and direct the City Manager, or designee, as agent of the City of Culver City to execute, submit, and amend all documents, which may be necessary for the completion of the grant award process'— to reflect the organizational change that the City has recently undergone, and to provide the City Manager with the authority to amend the contract, if necessary; and

City of Culver City, California
City Council Agenda Item Report

- Change the 'WHEREAS, The City of Culver City was approved for an \$1,252,660 grant to implement the Culver City City-wide BMP Treatment Train Project' to 'WHEREAS, The City of Culver City was approved for an \$1,252,600 grant to implement the Culver City City-wide BMP Treatment Train Project'. The reduction of \$60 in the award amount resulted due to a miscommunication between the Santa Monica Bay Restoration and SWRCB that occurred after the adoption of Resolution No. 2005-R068.

FISCAL ANALYSIS:

There is no significant fiscal impact due to the changes proposed to the Resolution No. 2005-R068.

ATTACHMENTS:

- Resolution R- for signature

MOTIONS:

That the City Council:

- 1) Adopt Resolution R _____, which amends Resolution No. 2005-R068, to accept Grant Funds in the amount of \$1,252,600, from the State Water Resources Control Board for the Culver City Citywide BMP Treatment 'Train' Project; and
- 2) Authorize and direct the City Manager, or designee, as agent of the City of Culver City to execute, submit, and amend all documents, which may be necessary for the completion of the grant award process.

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RESOLUTION NO 2005-R068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CULVER CITY CALIFORNIA, ACCEPTING THE TERMS
AND CONDITIONS OF THE GRANT AGREEMENT WITH
THE STATE WATER RESOURCES CONTROL BOARD TO
RECEIVE GRANT FUNDING FOR THE CULVER CITY
CITY-WIDE BMP TREATMENT "TRAIN" PROJECT

WHEREAS The State Water Resources Control Board has provided funding
to the Santa Monica Bay Restoration Commission (SMBRC) through the passage of
Proposition 50 (Chapter 5), the Water Security, Clean Drinking Water, Coastal and Beach
Protection Act of 2002 for restoration of Santa Monica Bay in accordance with the goals
and priorities of the Santa Monica Bay Restoration Plan, and

WHEREAS The City of Culver City was approved for an \$1 252,660 grant
to implement the Culver City City-wide BMP Treatment Train Project and

WHEREAS, all grant funds will be administered through a grant agreement
with the State Water Resources Control Board

NOW THEREFORE the City Council of the City of Culver City DOES
HEREBY RESOLVE as follows

1 That the City of Culver City approves the receipt of grant funds from
the State Water Resources Control Board for the implementation of the Culver City City-
wide BMP Treatment Train Project approved by the Santa Monica Bay Restoration
Commission, and

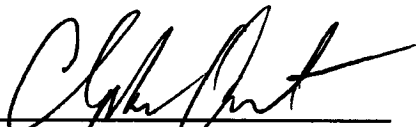
2 That the Chief Administrative Officer or designee, as agent of the
City of Culver City, is authorized to execute and submit all documents which may be
necessary for the completion of the grant award process

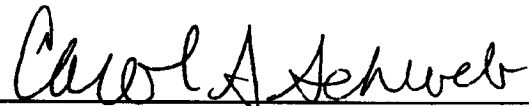
APPROVED and ADOPTED this 10th day of October 2005


ALBERT VERA, MAYOR
City of Culver City California

ATTEST

APPROVED AS TO FORM


CHRISTOPHER ARMENTA City Clerk
A05 00568


CAROL A SCHWAB, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF CULVER CITY)

I, Ela Valladares, Deputy City Clerk of the City of Culver City, California, do hereby certify that the foregoing Resolution No 2005-R068 was duly and regularly adopted, passed, and approved by the City Council of the City of Culver City, California, at a regular meeting of said City Council held at the regular meeting place thereof, on the 10th day of October, 2005, by the following Councilmember vote

AYES	Corlin, Gross, Silbiger, Rose, Vera
NOES	None
ABSTAIN	None
ABSENT	None

Dated this 1st day November, 2005



Ela Valladares

Deputy City Clerk and Ex Officio Clerk of the City Council
City of Culver City State of California